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No. 25] NEW DELHI, SATURDAY, JUNE 24, 1995/ASADHA 3, 1917

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as a
separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-Section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(other than the Ministry of Defence)

गृह मंत्रालय

MINISTRY OF HOME AFFAIRS

(Rehabilitation Division)

(पुनर्वासि प्रभाग)

New Delhi, the 31st May, 1995

नई दिल्ली, 31 मई, 1995

का. आ. 1710.—निष्क्रान्त सम्पत्ति प्रबंध अधि-
नियम, 1950 (1950 का 31) की धारा 5 द्वारा
प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्-
द्वारा, गृह मंत्रालय, पुनर्वासि प्रभाग में संयुक्त सचिव, श्री
गुरचरण सिंह को उक्त अधिनियम के द्वारा अथवा उसके
अधीन महाभिरक्षक को सौंपे गए कार्यों का निष्पादन करने
के उद्देश्य से निष्क्रान्त सम्पत्ति का महाभिरक्षक नियुक्त
करती है।

S.O. 1710.—In exercise of the power conferred by Section
5 of the Administration of Evacuee Property Act, 1950 (31
of 1950), the Central Government hereby appoints Shri Gur-
charan Singh, Joint Secretary in the Ministry of Home
Affairs, Rehabilitation Division as the Custodian General of
Evacuee Property for the purpose of performing functions
assigned to such Custodian General by or under the said
Act.

2. This supersedes notification No. 1(1)/94-Settlement (B),
dated the 9th September, 1994.

[No. 1(1)/94-Settlement (B)]

P. K. SHARMA, Director

नई दिल्ली, 31 मई, 1995

2. इसके द्वारा दिनांक 9 सितम्बर, 1994 की अधि-
सूचना सं. 1 (1)/94—बन्दोबस्त (ख) का अधिकरण
किया जाना है।

का. आ. 1711.—विस्थापित व्यक्ति (प्रतिकर
एवं पुनर्वासि) अधिनियम, 1954 (1954 का 44) की
धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग
करते हुए, केन्द्रीय सरकार, एतद्द्वारा, गृह मंत्रालय, पुनर्वासि
प्रभाग में संयुक्त सचिव, श्री गुरचरण सिंह को उक्त अधि-
नियम के द्वारा अथवा उसके अधीन मुख्य बन्दोबस्त आयुक्त

[संख्या 1 (1) / 94-बन्दोबस्त (ख)]

प्रदीप कुमार शर्मा, निदेशक

को सौंपे गए कार्यों का निष्पादन करने के उद्देश्य से मध्य बन्दोबस्त आयुक्त के रूप में नियुक्त करती है।

2. इसके द्वारा दिनांक 9 मिनम्बर, 1994 की अधिसूचना सं. 1 (1)/94—बन्दोबस्त (क) का अधिष्ठापन किया जाता है।

[सं. 1 (1)/94—बन्दोबस्त (क)]
प्रदीप कुमार शर्मा, निदेशक

New Delhi, the 31st May, 1995

S.O. 1711.—In exercise of the power conferred by Sub-section (i) of Section 3 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), the Central Government hereby appoints Shri Gurcharan Singh, Joint Secretary in the Ministry of Home Affairs, Rehabilitation Division as Chief Settlement Commissioner for the purpose of performing the functions assigned to such Chief Settlement Commissioner by or under the said Act.

2. This supersedes notification No. 1(1)/94-Settlement (A) dated the 9th September, 1994.

[No. 1(1)/94-Settlement (A)]
P. K. SHARMA, Director

नई दिल्ली, 12 जून, 1995

का. आ. 1712.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम, 10 के उप नियम (4) के अनुसरण में गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है :—

1. क्षेत्रीय मुख्यालय फिरोजपुर सीमा सुरक्षा बल
2. क्षेत्रीय मुख्यालय अमृतसर सीमा सुरक्षा बल
3. 35 बटालियन सीमा सुरक्षा बल
4. 48 बटालियन सीमा सुरक्षा बल
5. 49 बटालियन सीमा सुरक्षा बल
6. 135 बटालियन सीमा सुरक्षा बल
7. 151 बटालियन सीमा सुरक्षा बल
8. 92 बटालियन सीमा सुरक्षा बल
9. 22 बटालियन सीमा सुरक्षा बल
10. 26 बटालियन सीमा सुरक्षा बल
11. 19 बटालियन सीमा सुरक्षा बल

[संख्या : 12017/1/95—हिन्दी]
के. सी. कपूर, निदेशक

New Delhi, the 12th June, 1995

S.O. 1712.—In pursuance of Sub-rule (4) of Rule 10 of the Official Languages (use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following office of

the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80 percent :—

1. Sector Headquarters Ferozpur Border Security Force.
2. Sector Headquarters Amritsar Border Security Force.
3. 35 Battalion Border Security Force.
4. 48 Battalion Border Security Force.
5. 49 Battalion Border Security Force.
6. 135 Battalion Border Security Force.
7. 151 Battalion Border Security Force.
8. 93 Battalion Border Security Force.
9. 22 Battalion Border Security Force.
10. 26 Battalion Border Security Force.
11. 19 Battalion Border Security Force.

[No. 12017/1/95-Hindi]
K. C. KAPOOR, Director

नई दिल्ली, 12 जून, 1995

का. आ. 1713.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम, 10 के उपनियम (4) के अनुसरण में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80 प्रतिशत से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है :—

1. कार्यालय कमांडेंट 88 (महिला) बटालियन, केन्द्रीय रिजर्व पुलिस बल
झरौदा कला, नई दिल्ली
2. कार्यालय कमांडेंट 129 बटालियन, केन्द्रीय रिजर्व पुलिस बल
3. कार्यालय कमांडेंट 130 बटालियन, केन्द्रीय रिजर्व पुलिस बल
4. कार्यालय कमांडेंट 131 बटालियन, केन्द्रीय रिजर्व पुलिस बल
5. कार्यालय कमांडेंट — स्पेशल ड्यूटी ग्रुप, केन्द्रीय रिजर्व पुलिस बल

[संख्या : 12017/1/95—हिन्दी]
के. सी. कपूर, निदेशक

New Delhi, the 12th June, 1995

S.O. 1713.—In pursuance of Sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Cent-

ral Government hereby notifies the following offices of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80 percent :—

1. Office of the Commandant 88 (Mahila) Battalion, Central Reserve Police Force, Jharoda Kalan, New Delhi.
2. Office of the Commandant 129 Battalion, Central Reserve Police Force.
3. Office of the Commandant 130 Battalion, Central Reserve Police Force.
4. Office of the Commandant 131 Battalion, Central Reserve Police Force.
5. Office of the Commandant, Special Duty Group, Central Reserve Police Force.

[No. 12017/1/95-Hindi]
K. C. KAPOOR, Director

(कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय)

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 8 जून, 1995

का. आ. 1714.—केन्द्रीय सरकार, दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित अपराधों को ऐसे अपराधों के रूप में विनिर्दिष्ट करती है, जिनका अन्वेषण दिल्ली विशेष पुलिस स्थापना द्वारा किया जाता है, अर्थात् :—

- (क) उन्धवास अधिनियम, 1983 (1983 का अधिनियम सं. 31) की धारा 24 के अजीन दंडनीय अपराध :
- (ख) ऊपर उल्लिखित एक या अधिक अपराधों में संश्लेषित या उनके संबंध में किए गए प्रयत्न, धुप्रेरण तथा षड़यंत्र और ऐसे ही संयवहार, के अनुक्रम में किए गए कोई अन्य अपराध।

[संख्या 228/31/95—ए. वी. डी.—II]
एम. सादर राजन, अवसर सचिव

MINISTRY OF PERSONNEL, P. G. AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 8th June, 1995

S.O. 1714.—In exercise of the powers conferred by Section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specifies the following offences as the offences which are to be investigated by the Delhi Special Police Establishment, namely :—

- (a) Offences Punishable under Section 24 of Emigration Act, 1983 (Act No. 31 of 1983).

- (b) Attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction.

[No. 228/31/95-AVD-II]

S. SOUNDER RAJAN, Under Secy.

नई दिल्ली, 8 जून, 1995

का. आ. 1715.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए असम सरकार, पोलिटिकल (ए) विभाग के सं. पी. एल. ए. (5)/98/94/9 दिनांक 12-4-1995 द्वारा प्राप्त असम सरकार की सहमति से कूटकृत करेंसी नोटों के मुद्रण और परिचालन के बारे में असम राज्य में थाना गोलाघाट के दिनांक 19-5-93 के मामला सं. 150/93 के संबंध में भारतीय दंड संहिता (1860 का अधिनियम सं. 45) की धारा 489-ए, 489-बी, 489-सी और 489-डी के अधीन दंडनीय अपराधों तथा उन्हीं तथ्यों से उद्भूत वैसे ही संयवहार के अनुक्रम में किए गए उक्त अपराध अथवा अपराधों से संबंधित और संसक्त धुप्रेरणों, षड़यंत्रों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तारण सम्पूर्ण असम राज्य पर करती है।

[संख्या 228/54/94—ए. वी. डी. — II]
एस. सौन्दर राजन, अवसर सचिव

New Delhi, the 8th June, 1995

S.O. 1715.—In exercise of the powers conferred by Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of Government of Assam Political (A), Department, No. PLA(V)/98/94/9, dated 12-4-1995 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Assam for investigation of offences punishable Under Sections 489-A, 489-B, 489-C and 489-D of the Indian Penal Code (Act No. XLV of 1860) and abetments, conspiracies in relation to and in connection with the said offence or offences committed in course of the said transaction arising out of the same facts in regard to Case No. 150/93, dated 19-5-1993 of P.S. Golaghat in Assam State about printing and circulation of counterfeit notes.

[No. 228/54/94-AVD-II]

S. SOUNDER RAJAN, Under Secy.

नई दिल्ली, 8 जून, 1995

का. आ. 1716.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए नागालैंड सरकार, गृह विभाग के सं. पॉल-1/एस्टेड-II/15/91 (पार्ट), दिनांक 17-4-95 द्वारा प्राप्त नागालैंड सरकार की सहमति से कूटकृत करेंसी नोटों के मुद्रण और परिचालन के बारे में नागालैंड राज्य में थाना दीमापुर (ई) के अपराध सं.

25 (1)/93 तथा थाना दीमापुर (डब्ल्यू) के अपराध सं. 19 (3)/94 के संबंध में भारतीय दंड संहिता (1860 का अधिनियम सं. 45) की धारा 489-ए, 489-बी, 489-सी और 489-डी के अधीन दंडनीय अपराधों तथा उन्हीं तथ्यों से उद्भूत वैसे ही संव्यवहार के अनुक्रम में किए गए उक्त अपराधों और किसी अन्य अपराध से संबंधित और संसक्त दुष्प्रेरणों तथा पड़यंत्रों के अन्वेषण के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तारण सम्पूर्ण नागालैंड राज्य पर करती है।

[संख्या 228/54/94—ए. वी. डी. —II]

एम. सौन्दर राजन, अवर सचिव

New Delhi, the 8th June, 1995

S.O. 1716.—In exercise of the powers conferred by Section 5 read with Section 6 of the Delhi-Special Police Establishment Act, 1946 (Act 25 of 1946), the Central Government with the consent of the Government of Nagaland, Home Department, No. POL-1/ESTT-11/15/91-(PT), dated 17-4-95, hereby extends powers and jurisdiction of members of Delhi Special Police Establishment to the whole of the State of Nagaland for investigation of offences punishable under Sections 489-A, 489-B, 489-C and 489-D of Indian Penal Code (Act No. XLV of 1860) and abetments and conspiracies in relation to and in connection with the said offences and any offence committed in the course of the same transaction arising out of the same facts in regard to CR. No. 25(1)/93 of P. S. Dimapur(E) and 19(3)/94 of Dimapur(W) in Nagaland State about the printing and circulation of counterfeit currency notes.

[No. 228/54/94-AVD-II]

९ SOUNDER, RAJAN, Under Secy.

विन संज्ञात्मक

(राजस्व विभाग)

नई दिल्ली, 4 मई, 1995

(आयकर)

का. आ. 1717.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खण्ड (23-ग) के उपखण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा “डिवाइन लाइफ सोसाइटी, टेहरी-गढ़वाल, उत्तर प्रदेश” को कर निर्धारण वर्ष 1996-97 से 1998-99 के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उपखण्ड के प्रयोजनार्थ अधिसूचित करती है, अर्थात्—

(i) कर निर्धारित इसकी आय का इस्तेमाल अथवा इसकी आय का इस्तेमाल करने के लिए इसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;

(ii) कर-निर्धारित अवर उल्लिखित कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी

अवधि के दौरान धारा 11 की उपधारा (3) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से इसकी निधि (जवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा रख-रखाव में स्वच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;

(iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जोकि कारोबार से प्राप्त लाभ तथा अभिलाभ के रूप में हो जब तक कि ऐसा कारोबार उक्त कर निर्धारित के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसी कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों।

[अधिसूचना सं. 9765/का. सं. 197/33/95—आ.क.-

नि.—II]

साधना शंकर, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 4th May, 1995

(INCOME-TAX)

S.O. 1717.—In exercise of the powers conferred by Section 5 of clause (23-C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the Divine Life Society, Tehri-Garhwal, Uttar Pradesh for the purpose of the said sub-clause for the assessment years 1996-97 to 1998-99 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of account are maintained in respect of such business.

[Notification No. 9765 (F. No. 197/33/95-ITA-D)]

SADHNA SHANKER, Under Secy.

आदेश

नई दिल्ली, 16 मई, 1995

(स्टाम्प)

का. आ. 1718.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा उस शुल्क को माफ करती है, जो एस सी आई सी आई लिमिटेड महाराष्ट्र द्वारा जारी किए जाने वाले

केवल 200 करोड़ रुपये के समग्र मूल्य के प्रोमिसरी नोटों के रूप में वर्णित (एफ आर एन) 0001 से 2000 तक की विशिष्ट संख्या वाले 1999 में विसोच्च असुरक्षित बल (पूजी) दर बांडों पर उक्त अधिनियम के तहत प्रभावी हैं।

[फा. सं. 13/95-स्टाम्प/फा. सं. 33/35/94-बि. क.]

एस. कुमार, अवर सचिव

ORDER

New Delhi, the 16th May, 1995

STAMPS

S.O. 1718.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of promissory Notes (FRN) described as unsecured Floating Rate Bonds Redeemable in 1999 bearing distinctive numbers 0001 to 2000 of the aggregate value of rupees two hundred crores only to be issued by SCICI Limited, Maharashtra are chargeable under the said Act.

[No. 13/95-Stamps/F. No. 33/35/94-ST]
S. KUMAR, Under Secy.

आदेश

नई दिल्ली 16 मई, 1995

स्टाम्प

का. आ. 1719.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उपधारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा हिन्दुस्तान एलाय मैन्यूफैक्चरिंग कम्पनी लिमिटेड, गुजरात को मात्र एक करोड़ उन्नीस लाख छिहत्तर हजार दो सौ और तीस रुपये का समेकित स्टाम्प शुल्क अदा करने की अनुमति देती है, जो कि उक्त कम्पनी द्वारा जारी किए जाने वाले मात्र पचास करोड़, अस्सी लाख अठ्ठावन हजार दो सौ और बीस रुपये के कुल मूल्य के प्रत्येक साठ रुपये के अंकित मूल्य के 1 से 15968307 तक की विशिष्ट संख्या वाले 18 प्रतिशत असुरक्षित पूर्ण परिवर्तनीय ऋणपत्रों के कारण प्रभावी है।

[सं. 14/95 - स्टाम्प/फा. सं. 33/2/94/वि. क.]

एस. कुमार, अवर सचिव

ORDER

New Delhi, the 16th May, 1995

STAMPS

S.O. 1719.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Hindustan Alloys Manufacturing Company Limited, Gujarat to pay consolidated stamp duty of rupees one crore nineteen lakhs seventy six thousand two hundred and thirty only chargeable on account of the stamp duty on 18 per cent Unsecured Fully Convertible Debentures bearing distinctive numbers 1 to 15968307 of the face value of rupees sixty each of the aggregate value of ninety five crores, eighty lakhs, ninety eight thousand, four hundred and twenty only to be issued by the said company.

[No. 14/95-Stamps/F. No. 33/2/94-ST]
S. KUMAR, Under Secy.

नई दिल्ली, 14 जून, 1995

(आयकर)

का. आ. 1720.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा "आर्चरी" (धनविद्या) खेल को उक्त खंड के प्रयोजनार्थ विनिर्दिष्ट करती है।

[अधिसूचना सं. 9736/फा. सं. 196/6/95-आयकर नि-1]
एस. के. चौधरी, अवर सचिव

New Delhi, the 14th June, 1995

(INCOME-TAX)

S.O. 1720.—In exercise of the powers conferred by clause (23) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby specifies the sport 'archery' for the purpose of the said clause.

[Notification No. 9786/F. No. 196/6/95-ITA-1]
H. K. CHOUDHARY, Under Secy.

मुख्य आयकर आयुक्त का कार्यालय

आदेश संख्या 2/95-96

कलकत्ता, 19 मई, 1995

का. आ. 1721.—दिनांक 27-9-94 का आदेश सं. 6 का प्रांशिक संशोधन करते हुए, आयकर अधिनियम, 1962 का अधिनियम, 114अ. में समाविष्ट बोर्ड के दिनांक 12-8-87 की अधिसूचना सं. 0769(ई) का अनुमरण करते हुए, एवं दिनांक 14-9-90 को आदेश सं. 1856

के अनुसार एम, मु.आ.आ., मुख्य आयकर आयुक्त-2, एवं मुख्य आयकर आयुक्त-3, कलकत्ता धारा 272 आ.आ. के अधीन किसे जाने वाले कार्रवाई सहित, आयकर अधिनियम, 1903 एवं उक्त उद्देश्य से संबंधित सभी अनुवर्ती कार्रवाई करने के लिये निम्न अनुसूची के स्तंभ-3 में विनिर्दिष्ट निर्धारितियों पर लागू श्रोत पर कर कटौती की दर कटौती नेत्रा संख्या का कार्य स्तंभ-2 में उल्लिखित अधिकारियों को सुपुर्द कर रहे हैं।

अनुसूची

क्रम	स.आ.आ./आ.	क्षेत्राधिकार
सं.	अ. का नाम	
1	2	3
1.	कलकत्ता में स्थित मुख्यालय के स. आ.आ. सर्कल-21(1), कलकत्ता	हाबड़ा सहित आ.आ. (केन्द्रीय) कल. के अधीन सभी कार्यालय/कलकत्ता 24 परगना (उत्तर एवं दक्षिण) में स्थित सभी आयकर विशेष रेंज/सर्कल/वार्ड।
2.	आ.आ. वार्ड-1, जलपाईगुड़ी	आयकर कार्यालय, जलपाईगुड़ी के क्षेत्राधिकार के अधीन सभी निर्धारितियों
3.	आयकर अधिकारी (श्रोत पर कर कटौती) मिलांगुड़ी	1. आयकर कार्यालय मिलांगुड़ी के क्षेत्राधिकार में आने वाले सभी निर्धारितियों 2. सिक्किम राज्य के क्षेत्रीय क्षेत्राधिकार के अधीन सभी निर्धारितियों
4.	आयकर अधिकारी वार्ड-1, मालदा	आयकर कार्यालय, मालदा के क्षेत्राधिकार के अधीन सभी निर्धारितियों
5.	आयकर अधिकारी वार्ड-1, कूच बिहार	आयकर कार्यालय कूच बिहार के क्षेत्राधिकार के अधीन सभी निर्धारितियों
6.	आयकर अधिकारी, वार्ड-1, दार्जिलिंग	आयकर कार्यालय दार्जिलिंग के क्षेत्राधिकार के अधीन सभी निर्धारितियों
7.	आयकर अधिकारी वार्ड-1, कारिमपुर	आयकर कार्यालय, कारिमपुर के क्षेत्राधिकार के अधीन सभी निर्धारितियों
8.	स.आ.का. सर्कल-10(2) अंडमान एवं निकोबार द्वीप समूह	आयकर कार्यालय, अंडमान एवं निकोबार द्वीप समूह के क्षेत्राधिकार के अधीन सभी निर्धारितियों
9.	स.आ.का. बहरमपुर (मुर्शिदाबाद जिला)	आयकर कार्यालय, बहरमपुर (मुर्शिदाबाद जिला) के क्षेत्राधिकार के अधीन सभी निर्धारितियों

1	2	3
10.	आयकर अधिकारी, वार्ड-1, नदिया	आयकर कार्यालय, नदिया के क्षेत्राधिकार के अधीन सभी निर्धारितियों
11.	आयकर अधिकारी, वार्ड-1, हुगली	आयकर कार्यालय, हुगली के क्षेत्राधिकार के अधीन सभी निर्धारितियों
12.	आयकर अधिकारी, वार्ड-1, मिदनापुर	आयकर कार्यालय, मिदनापुर के क्षेत्राधिकार के अधीन सभी निर्धारितियों
13.	आयकर अधिकारी, वार्ड-1, हृन्दिया	आयकर कार्यालय, हृन्दिया के क्षेत्राधिकार के अधीन सभी निर्धारितियों
14.	स.आ.आ. (स्तंभ पर कर कटौती) आसनसोल	आयकर कार्यालय, आसनसोल के क्षेत्राधिकार के अधीन सभी निर्धारितियों
15.	आयकर अधिकारी, वार्ड-1, दुर्गापुर	आयकर कार्यालय, दुर्गापुर के क्षेत्राधिकार के अधीन सभी निर्धारितियों
16.	स.आ.आ. सर्कल, वर्धमान	आयकर कार्यालय, वर्धमान के क्षेत्राधिकार के अधीन सभी निर्धारितियों
17.	आयकर अधिकारी, वार्ड-1, सिउड़ी	आयकर कार्यालय सिउड़ी के क्षेत्राधिकार के अधीन सभी निर्धारितियों
18.	आयकर अधिकारी, वार्ड-1, बांकुड़ा	आयकर कार्यालय, बांकुड़ा के क्षेत्राधिकार के अधीन सभी निर्धारितियों
19.	आयकर अधिकारी, वार्ड-1, पुरुलिया	आयकर कार्यालय, पुरुलिया के क्षेत्राधिकार के अधीन सभी निर्धारितियों

यह संशोधन दिनांक 1-6-1995 से लागू होगा। अन्य किसी अधिकारी द्वारा प्राप्त सभी लब्धित आवेदन-पत्र, इस आदेश में विहित सौंपे गये क्षेत्राधिकार के संबंधित अधिकारों को प्रेषित किया जायेगा।

[सं. ए सी/एच क्यू/प्लानिंग/510/95-96/3548-4347]

तेजन्दर सिंह मुख्य आयकर आयुक्त-3, कलकत्ता	ए.के. बटव्याल मुख्य आयकर आयुक्त-2, कलकत्ता	क.पी. सिंह मुख्य आयकर आयुक्त, कलकत्ता
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OFFICE OF THE CHIEF COMMISSIONER OF INCOME-TAX

Order No. 2/95-96

Calcutta, the 19th May, 1995

S.O. 1721.—In partial modification of Order No. 6 dated 27-9-1994 and in pursuance of Board's Notification No. 0769(E) dated 12-8-1987 incorporating Rule 114A of the Income-tax Rule, 1962 and Instruction No. 1856 dated 14-9-1990, we, the Chief Commissioner of Income-tax, Calcutta, Chief Commissioner of Income-tax II Calcutta and Chief Commissioner of Income-tax III Calcutta, assign to the Officers

mentioned in column 2 the function of allotment of Tax Deduction Account Numbers under section 203A of the Income Tax Act and all consequential actions for the said purpose, including action u/s. 272BB, to the assessee who for the purpose of T.D.S. fall within the jurisdiction specified in column 3 of the following Schedule :—

SCHEDULE

Sl. No.	Name of the ACs ITOs	Jurisdiction
1	2	3
1.	ACIT Circle-21(1), Calcutta, having its Hqrs. at Calcutta.	All IT Special Range Circles Wards situated at Calcutta, 24 Parganas (North & South), Howrah including those under CSI (Central), Calcutta.
2.	ITO Ward-1, Jalpaiguri.	All assessee within the jurisdiction of the Income Tax Office at Jalpaiguri.
3.	ITO (TDS), Siliguri.	(I) All assessee within the jurisdiction of the Income Tax Office at Siliguri. (II) All assessee within the territorial jurisdiction of the State of Sikkim.
4.	ITO Ward-1, Malda.	All assessee within the jurisdiction of the Income Tax Office at Malda.
5.	ITO Ward-1, Cooch-Bihar.	All assessee within the jurisdiction of the Income Tax Office at Cooch-Bihar.
6.	ITO Ward-1, Darjeeling.	All assessee within the jurisdiction of the Income Tax Office at Darjeeling.
7.	ITO Ward-1, Kalimpong.	All assessee within the jurisdiction of the Income Tax Office at Kalimpong.
8.	ACIT Circle-10(2), Andaman & Nicobar Islands.	All assessee within the jurisdiction of the Income Tax Office at Andaman & Nicobar Islands.
9.	ACIT, Behrampur, (Murshidabad Distt.).	All assessee within the jurisdiction of the Income Tax Office at Behrampur (Murshidabad Distt.).
10.	ITO Ward-1, Nadia.	All assessee within the jurisdiction of the Income Tax Office at Nadia.
11.	ITO Ward-1, Hooghly.	All assessee within the jurisdiction of the Income Tax Office at Hooghly.
12.	ITO Ward-1, Midnapur.	All assessee within the jurisdiction of the Income Tax Office at Midnapur.
13.	ITO Ward-1, Haldia.	All assessee within the jurisdiction of the Income Tax Office at Haldia.
14.	ACIT(TDS), Asansol.	All assessee within the jurisdiction of the Income Tax Office at Asansol.
15.	ITO Ward-1, Durgapur.	All assessee within the jurisdiction of the Income Tax Office at Durgapur.
16.	ACIT Circle, Burdwan.	All assessee within the jurisdiction of the Income Tax Office at Burdwan.
17.	ITO Ward-1, Suri.	All assessee within the jurisdiction of the Income Tax Office at Suri.
18.	ITO Ward-1, Bankura.	All assessee within the jurisdiction of the Income Tax Office at Bankura.
19.	ITO Ward-1, Purulia.	All assessee within the jurisdiction of the Income Tax Office at Purulia.

This amendment will take effect from 1-6-1995. All pending applications received by any other Officer shall be forwarded to the Officer to whom the jurisdiction has been assigned vide this Order.

[No. AC/HQ/Planning/510/95-96/3548-4347]
(TEJINDER SINGH)

Chief Commissioner of Income-tax-III,
Calcutta.

(A. K. BATABYAL)

Chief Commissioner of Income-tax-II,
Calcutta.

(K. P. SINGH)

Chief Commissioner of Income-tax,
Calcutta.

केन्द्रीय उत्पाद शुल्क एवं सीमा शुल्क, प्रधान समाहर्तालय

कलकत्ता 1 जून, 1995

अधि. सं. 1/95 - सी. शु. (एन टी.) ई सी ओ

का.आ. 1722.—भारत सरकार, वित्त मन्त्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना सं. 33/94 (एन टी) दिनांक 1-7-94 द्वारा प्रदत्त शक्ति का प्रयोग करते हुए उड़ीसा राज्य का बालेश्वर जिला सीमा शुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 के अन्तर्गत इसके द्वारा भाण्डारगण (वेयरहाउसिंग) स्टेशन घोषित किया जाता है।

[सी. नं. V (29) 2/प्र. स. /कल/95]
डी. चक्रवर्ती, प्रधान समाहर्ता

OFFICE OF THE PRINCIPAL COLLECTOR OF CUSTOMS & CENTRAL EXCISE

Calcutta, the 1st June, 1995

NOTFN. NO. 195-CUSTOMS(NT)EZO

S.O. 1722.—In exercise of the powers conferred by Notification No. 33/94(NT) dated 1-7-1994 of the Govt. of India, Ministry of Finance, Department of Revenue, New Delhi, 'Balasore' district in State of Orissa is hereby declared to be a Warehousing Station under section 9 of Customs Act, 1962 (52 of 1962).

[C. No. V(29)2-PC/Cal/95]
D. CHAKRABORTY, Principal Collector

(आर्थिक कार्य विभाग)

(वैकिंग प्रभाग)

नई दिल्ली, 5 जून, 1995

का. आ. 1723:—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 3 के उपखण्ड (1)

के साथ पठित: बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा निम्नलिखित व्यक्तियों को 5 जून, 1995 को आरंभ होने वाली तीन वर्षों की अवधि के लिए पंजाब एंड सिंध बैंक के बोर्ड में निदेशक के रूप में नामित करती है:—

(1) श्री कमल किशोर गुप्ता, बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के खण्ड (छ) के अनुसरण में।
प्लैटन नं. 4, उत्कर्ष अपार्टमेंट,
2, राजनारायण रोड,
सिविल लाइन्स,
नई दिल्ली।

(2) श्री विवेक मेहरा बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1980 की धारा 9 की उपधारा (3) के अनुसरण में।
पी. आर. मेहरा एंड कंपनी,
सनदी लेखाकार, 56, दरिया-गंज,
नई दिल्ली-110002

के साथ पठित उपधारा (3) के खण्ड (ज) के अनुसरण में।

(3) श्री नोबू बरोगपा —तदैव—
स्टेड बैंक आफ पटियाला बिल्डिंग,
रामशिला अभरा बाजार,
कुल्, हिमाचल प्रदेश।

(4) श्री सैयदकाजिम रजा जैदी —तदैव—
सी-194, एचआई जी स्व-वित्त पोषण योजना,
सेक्टर VI, उदिया नगर,
लखनऊ।

(5) श्री आर. एल. चौधरी, —तदैव—
1320/15-बो,
बंदीगढ़।

(6) श्री उपेन्द्र नाथ टिब्बर, —तदैव—
आर-256, ग्रेटर बैलाग-1,
नई दिल्ली-110018।

(7) डा० अबद अहमद, —तदैव—
कार्यपालक निदेशक,
प्रबंध विकास संस्थान,
पोस्ट बाक्स नं. 60,
महरीली रोड,
गुडगांव-122001।

2. राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम, 1980 के खण्ड 9 के उपबंधों के अनुसार, केन्द्रीय सरकार, एतद्वारा निदेश देती है कि उपर्युक्त पैरा 1 में उल्लिखित निदेशकों के नामांकन के परिणामस्वरूप, निम्नलिखित व्यक्ति तत्काल प्रभाव से पंजाब एंड सिंध बैंक के बोर्ड में निदेशक नहीं रहेंगे।

- (1) श्रीमती संतोष चौधरी
- (2) श्री सी. ए. थोदे
- (3) श्री आचार्य भगवान देव

[एफ. सं. 9/44/92-बी. ओ. I]
के. के. मंगल, अवसर सचिव

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 5th June, 1995

S.O. 1723.—In exercise of the powers conferred by sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government, after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors of Punjab & Sind Bank for a period of three years commencing on 5th June, 1995.

- (1) Sh. Kamal Kishore Gupta,
Flat No. 4,
Utkarsh Apartments,
2, Raj Narain Road,
Civil Lines,
Delhi.

In pursuance of Clause (g) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980.

- (2) Sh. Vivek Mehra,
P. R. Mehra & Co.,
Chartered Accountants,
56, Darya Ganj,
New Delhi-110002.

In pursuance of Clause (h) of sub-section (3) read with sub-section (3A) of section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980.

- (3) Sh. Norbu Barongpa,
State Bank of Patiala Bldg.,
Ramshila Abhara Bazar,
Kullu, H.P.

-do-

- (4) Sh. Saiyad Kazim Raza Zaidi,
C-191, HIG Self Financing Scheme,
Sector VI, Indira Nagar,
Lucknow.

1362 GI/95—3.

- (5) Sh. R. L. Chaudhary,
1320/15-B,
Chandigarh.

-do-

- (6) Sh. Opinder Nath Chhibber,
R-256, Greater Kailash-I,
New Delhi-110048

-do-

- (7) Dr. Abad Ahmad,
Executive Director,
Management Development Institute,
Post Box No. 60,
Mehrauli Road,
Gurgaon-122001.

-do-

2. In accordance with the provisions of Clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1980, the Central Government hereby directs that consequent to nomination of the Directors as mentioned in para 1 above, the following persons shall cease to be Directors of the Board of Punjab & Sind Bank with immediate effect.

1. Smt. Santosh Chowdhary
2. Sh. C. A. Thobde
3. Sh. Acharya Bhagwan Dev.

[F. No. 9/44/92-B.O. I]
K. K. MANGAL, Under Secy.

नई दिल्ली, 12 जून, 1995

का. आ. 1724.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1980 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कम्पनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करने हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात् एतद्वारा निम्नलिखित व्यक्तियों को 12 जून, 1995 को आरंभ होने वाली तीन वर्षों की अवधि के लिए यूनाइटेड बैंक ऑफ इंडिया के बोर्ड में निदेशकों के रूप में नामित करती है :—

1. श्री दीपक मजूमदार बैंककारी कम्पनी (उपक्रमों का सी. के. रोड, पान- अर्जन एवं अंतरण) अधिनियम, बाजार, गुवाहाटी— 1970 की धारा 9 की उपधारा 781001 (3) के खंड (छ) के अनुसरण में,
2. श्री नरसिंह बैठा, बैंककारी कम्पनी (उपक्रमों का बी-3/2, बेली रोड, अर्जन एवं अंतरण) अधिनियम पटना—23 1970 की धारा (3क) के साथ पठित उपधारा (3) के खंड (ज) के अनुसरण में।

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| <p>3. कु. मजम्मिल सिद्दीकी
4854, गली दर्जियान
बाड़ा हिन्दू राव,
दिल्ली - 110006</p> | <p>-तदैव-</p> | <p>5. श्री मनहरन नाथ कौल
मिविल लाइन्स,
बहराईच, उत्तर प्रदेश</p> | <p>-तदैव-</p> |
| <p>4. श्री राजेश कुमार वधावन
माधवा, भूतल,
आयकर कार्यालय के सामने
बांद्रा कुर्ला काम्प्लेक्स
बांद्रा (पूर्व),
बम्बई - 400051</p> | <p>-तदैव-</p> | <p>2. राष्ट्रीयकृत बैंक (प्रबंध और प्रकीर्ण उपबंध) स्कीम 1970 के खंड 9 के उपबंधों के अनुसार केन्द्रीय सरकार, एतद्वारा निदेश देती है कि उपप्रयुक्त पैरा 1 में उल्लिखित निदेशकों के नामांकन के परिणामस्वरूप निम्नलिखित व्यक्ति तत्काल प्रभाव से यूनाइटेड बैंक आफ इंडिया के बोर्ड में निदेशक नहीं रहेंगे।
श्री सी. पो. मेहरा</p> | |

[फा. सं. 9/48/92-बी. ओ. I]
के. के. मंगल, अवर सचिव

New Delhi, the 12th June, 1995

S.O. 1724.— In exercise of the powers conferred by sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970 read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, after consultation with the Reserve Bank of India, hereby nominates the following persons as Directors of United Bank of India for a period of three years commencing on 12 June, 1995.

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|---|---|
| <p>(1) Shri Deepak Majumdar,
C.K. Road, Panbazaar,
Guwahati-780 001.</p> | <p>In pursuance of Clause (g) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.</p> |
| <p>(2) Shri Narsingh Baitha,
B-3/2, Baily Road,
Patna-23.</p> | <p>In pursuance of Clause (h) of sub-section (3) read with sub-section (3A) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970.</p> |
| <p>(3) Miss Mazammil Siddiqui,
4854, Gali Derzian,
Bara Hindu Rao, Delhi-110 006.</p> | <p>-do-</p> |
| <p>(4) Shri Rajesh Kumar Wadhawan,
Madhava, Ground Floor,
Opp. Sales Tax Office,
Bandrakurla Complex, Bandra (E),
Bombay-400 051.</p> | <p>-do-</p> |
| <p>(5) Shri Manharan Nath Kaul,
Civil Lines,
Bahraich, U.P.</p> | <p>-do-</p> |

2. In accordance with the provisions of Clause 9 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government hereby directs that consequent to nomination of the Directors as mentioned in para 1 the following person shall cease to be Director of the Board of United Bank of India.

Shri C.P. Mehra.

[F. No. 9/48/92—BO.I]

K.K. MANGAL, Under Secy.

नई दिल्ली, 7 जून, 1995

का.आ. 1725.—बैंककारी विनियमन अधिनियम 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एनद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 9 के उपबन्ध 27 फरवरी, 1997 तक की अवधि के लिये ग्राम लालम मीनाचि ताल्लुक जिला कोट्टायम केरल में सर्वेक्षण संख्या 32/5 के अन्तर्गत गृह सम्पत्ति के 13 सेन्ट्स की अश्वल सम्पत्ति के संबंध में साउथ इंडियन बैंक पर लागू नहीं होंगे।

[सं. 15/6/93-बी ओ ए]
बी.एल. सचदेव, अवर सचिव

New Delhi, the 7th June, 1995

S.O. 1725.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declares that the provisions of Section 9 of the said Act shall not apply to the South Indian Bank Ltd. for a period upto 27th February, 1997 in respect of the landed property of 13 cents of house property under Sy. No. 32/5 at Lalam Village, Meenachil Taluk, Kottayam District, Kerala.

[No. 15/6/93-BOA]
B. L. SACHDEVA, Under Secy.

नई दिल्ली, 7 जून, 1995

का.आ. 1726.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा 1 के उपबन्ध इस अधिसूचना के भारत के राजपत्र में प्रकाशित होने की तारीख से 31 मार्च, 1998 तक केन्द्रीय सहकारी बैंक लि., टोंक (राजस्थान) पर लागू नहीं होंगे।

[एफ.सं. 1(7)/95-ए.सी.]
बी.ए. नारायणन, अवर सचिव

New Delhi, the 7th June, 1995

S.O. 1726.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section 1 of Section 11 of the said Act shall not apply to the Central Co-operative Bank Ltd., Tonk (Rajasthan)

from the date of publication of this notification in the official Gazette to 31 March, 1998.

[F. No. 1(7)/95-AC]

B. A. NARAYANAN, Under Secy.

नई दिल्ली, 7 जून, 1995

का.आ. 1727.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर यह घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा 1 के उपबन्ध इस अधिसूचना के भारत के राजपत्र में प्रकाशित होने की तारीख से 30 जून, 1997 तक हरदोई जिला सहकारी बैंक लि., हरदोई (उत्तर प्रदेश) पर लागू नहीं होंगे।

[फा.सं. 1(8)/95-ए.सी.]
बी.ए. नारायणन, अवर सचिव

New Delhi, the 7th June, 1995

S.O. 1727.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section 1 of Section 11 of the said Act shall not apply to the Hardoi District Co-operative Bank Ltd., Hardoi, Uttar Pradesh from the date of publication of this notification in the official Gazette to 30 June, 1997.

[F. No. 1(8)/95-AC]

B. A. NARAYANAN, Under Secy.

(आर. आर. बी. खण्ड)

नई दिल्ली, 8 जून, 1995

का.आ. 1728.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एनद्द्वारा घोषणा करती है कि उक्त अधिनियम की धारा 31 के उपबन्ध प्रादेशिक ग्रामीण बैंक अधिनियम 1976 (1976 का 21) की धारा 3 की उपधारा (1) के अन्तर्गत स्थापित किए गए क्षेत्रीय ग्रामीण बैंकों पर उस सीमा तक लागू नहीं होंगे जहां तक उनका संबंध 31 मार्च, 1995 को समाप्त वर्ष के लिए उनके तुलन पत्रों और लाभ-हानि विवरण तथा उन पर लेखा परीक्षकों की रिपोर्ट के प्रकाशन से है।

[सं. एफ. 8-6/87-आर. आर. बी.]

सी. बी. प्रसाद, अवर सचिव

New Delhi, the 8th June, 1995

S.O. 1728.—In exercise of the powers conferred by Section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government on the recommendation of the Reserve Bank of India, hereby declare that the provisions of Section 31 of the said Act shall not apply to the Regional Rural Banks established under sub-section (1) of section 3 of the Regional Rural Banks Act, 1976 (21 of 1976) in so far as the said section requires the publication of their balance sheets and profit and loss accounts together with the Auditor's Reports thereon in respect of the year during 31-3-1995.

[No. F. 8(6)|87-RRB]

C. B. PRASAD, Under Secy.

नई दिल्ली, 8 जून, 1995

का.आ. 1729 बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 56 के साथ पठित धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर घोषणा करती है कि उक्त अधिनियम की धारा 11 की उपधारा 1 के उपबन्ध इस अधिसूचना के भारत के राजपत्र में प्रकाशित होने की तारीख से 31 मार्च 1998 तक जिला सहकारी बैंक लि., बाराबंकी (उ.प्र.) पर लागू नहीं होंगे।

[सं. 1(9)/95-ए सी]

बी.ए. नारायणन, अवर सचिव

New Delhi, the 8th June, 1995

S.O. 1729.—In exercise of the powers conferred by Section 53 read with Section 56 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government on the recommendations of the Reserve Bank of India declares that the provisions of sub-section 1 of Section 11 of the said Act shall not apply to The District Co-operative Bank Ltd., Barabanki (U.P.) from the date of publication of this notification in the Official Gazette to 31 March, 1998.

[F. No. 1(9)|95-AC]

B. A. NARAYANAN, Under Secy.

वाणिज्य मंत्रालय

(विदेश व्यापार महानिदेशालय)

नई दिल्ली, 7 जून, 1995

का.आ. 1730 मै. सी जे इंटरनेशनल होटल लि., होटल ले मेरिडियन विंडसर प्लेस, जनपथ, नई दिल्ली - 110001 को होटल के पूंजीगत उपकरण के आयात हेतु रु. 1,08,45,528/- (एक करोड़ आठ लाख रैतालीस हजार पांच सौ अठ्ठाईस रुपये केवल) के लिए आयात लाइसेंस सं. पी/सीजी/2131220 दिनांक 16-9-93 जारी किया गया था। 2. फर्म ने उपरोक्त लाइसेंस की सीमाशुल्क उद्देश्यों हेतु प्रति की डुप्लीकेट प्रति जारी करने के लिए इस आधार पर

आवेदन किया है कि लाइसेंस की मूल सीमाशुल्क प्रति गुम हो गई/अस्थानस्थ हो गई है। आगे बताया गया है कि लाइसेंस की सीमा शुल्क उद्देश्य की प्रति सीमाशुल्क सदन, आईजीआई, नई दिल्ली के पास पंजीकृत थी तथा सीमाशुल्क उद्देश्य की प्रति के मूल्य में से रु. 1,01,45,768/- के लिए उपयोग कर लिया गया है।

3. अपने दावे के समर्थन में, लाइसेंसधारक ने नोटरी पब्लिक, दिल्ली के सामने वाक्यांश शपथ लेकर स्टैम्प पेपर पर हलफनामा दाखिल किया है। तदनुसार मैं संतुष्ट हूँ कि आयात लाइसेंस सं. पी/सीजी/2131020 दिनांक 16-9-93 की मूल सीमाशुल्क उद्देश्यों की प्रति फर्म द्वारा हो गई है अथवा अस्थानस्थ हो गई है। आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 यथा संशोधित, द्वारा प्रदत्त शक्तियों का इस्तेमाल करते हुए मैसर्स सी. जे. इंटरनेशनल होटल लि., होटल ले मेरिडियन विंडसर प्लेस, जनपथ नई दिल्ली को जारी की गई उक्त मूल सीमाशुल्क प्रति रद्द की जाती है।

4. उक्त लाइसेंस की डुप्लीकेट सीमाशुल्क उद्देश्य प्रति अलग से जारी की जा रही है।

[फाइल सं. - 18/594/एम-94/ई पी सी जी - 3/302]

एम. डी. केम, उप महानिदेशक, विदेश व्यापार

MINISTRY OF COMMERCE

(Director General of Foreign Trade)

New Delhi, the 7th June, 1995

S.O. 1730.—M/s. C. J. International Hotels Ltd., Hotel Le Meridien Windsor Place, Janpath, New Delhi-110001, were granted an Import Licence No. P/CG/2131020 dated 16-9-93 for Rs. 1,08,45,528/- (Rupees One Crore Eight Lakhs Forty Five Thousand and Five Hundred and Twenty Eight only) for import of capital equipment for hotel.

2. The firm has applied for issue of duplicate copy of customs purposes copy of the above mentioned licence on the ground that the original customs copy of the licence has been lost or misplaced. It has further been stated that the customs purpose copy of the licence was registered with customs house, I.G.I., New Delhi and as such the value of customs purpose copy has been utilised for Rs. 1,01,45,768/-.

3. In support of their contention, the licensee has filed an Affidavit on stamped paper duly sworn in before a Notary Public Delhi. I am accordingly satisfied that the original customs purposes copy of import licence No. P/CG/2131020 dated 16-9-93 has been lost or misplaced by the firm. In exercise of the powers conferred under Sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955, as amended the said original customs copy issue to M/s. C J International Hotel Ltd., Hotel Le Meridien Windsor Place, Janpath, New Delhi is hereby cancelled.

4. A duplicate customs purpose copy of the said licence is being issued to the party separately.

[F. No. 18/594/AM/94/EPCG-III]

M. D. KEM, Dy. Director General of Foreign Trade

नागरिक पूर्ति, उपभोक्ता मामले और सार्वजनिक वितरण मंत्रालय

भारतीय मानक ब्यूरो

नई दिल्ली, 1 जून, 1995

का.भा. 1701.-भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1985 के उपनियम (3) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि निम्न साइसेंसों के विवरण अनुसूची में दिए गए हैं वे स्वीकृत कर दिए गए हैं:-

अनुसूची

क्रम सं.	साइसेंस संख्या	सांगू होने की तिथि	साइसेंसधारी का नाम व पता	साइसेंस के अधीन वस्तु प्रक्रिया	सम्बद्ध भारतीय मान की संख्या
1.	5028249	94-07-01	भ्रमलगामाटेड सैवेटिक मोल्डस (प्रा.) लि., 44/14 के.बी. सरनी, मालरोड, कलकत्ता-700 080	गैस, मेंस और सलजम के पाइप के लिए रबड़ सीलिंग रिंग, (पहला पुनरीक्षण)	IS : 05382 : 85
2.	5028350	94-07-01	ग्रीन टिम्बर इंडस्ट्रीज (प्रा.) लि., पोस्ट टिजिट, जिला मोन, मागासैण्ड	ब्लॉक बोर्ड, (दूसरा पुनरीक्षण)	IS : 01659 : 90
3.	5028451	94-07-01	ग्रीन बेनी बिस्कुटस (प्रा.) लि., तेनजिंग नोर्गी रोड, पो.ओ. मालबारी, बाया सुकना, बाजिलिंग	बिस्कुट (तीसरा पुनरीक्षण)	IS : 01011 : 82
4.	5028552	94-07-01	सुशीला सीमेंट (प्रा.) लि., रांची रोड, गांव लितिवेदा, पो. कुतरा, जिला मुन्दरगढ़ उड़ीसा	भा.पो. सी. 23 ब्रेड	IS : 00269 : 89
5.	5028653	94-07-01	सुशीला सीमेंट (प्रा.) लि., रांची रोड, गांव लितिवेदा, पो. कुतरा जिला मुन्दरगढ़, उड़ीसा	पोर्टलैंड स्लेब सीमेंट (चौथा पुनरीक्षण)	IS : 00455 : 89
6.	5028754	94-07-01	माकेत ट्यूब्स, डिडारगंज, पटना सिटी, बिहार-800 008	छेड़/ट्यूब्स और सीएम पाइप के लिए बिना प्लास्टिक पीवीसी डलवा मोहा साइज : 40 मिमी और 125 मिमी सहित सामान्य व्यास	IS : 12818 : 92
7.	6046155	94-06-01	श्री राजराजेश्वरी इंडस्ट्रीज, प्लॉट नं. 7, केएसएसआईसीसी इंड. एस्टेट बंगलोर रोड, बेल्गारी-583101	यूपीवीसी पाइप	IS : 04985 : 88
8.	6046256	94-06-01	तमिलनाडु स्माल इंडस्ट्रीज कारपो. लि., (तामसी पम्प यूनिट), सी-14, इंडस्ट्रियल एस्टेट, धम्बास्वूर, मद्रास-600 058	गह्वरी से पानी बिकालने के पम्प (प्लोम)	IS : 13056 : 91
9.	6046357	94-06-01	प्राइवेट डेरी, मंडी जिला कोप मिल्क प्राइवेट, एसओपी, यूनिट लि., जीजालगिरी, माडूर तामुक, मंडीजिला, कर्नाटक-571428	मलाई युक्त दूध का पाउडर	IS : 13334 : 82 भाग 02
10.	6046458	94-06-01	एयरटेक, 29, सी 24, एसएफएस ओ. 498/2, सांजरी पलायम रोड, कोयम्बतूर-641 028	इकहरी पैन की छोटी बिकली की बोटर	IS : 06998 : 79

1	2	3	4	5	6
11.	6046559	94#06#01	एस. एस. प्लास्टिक, प्लाट नं. पी-13, कपनूर इंड एस्टेट, गुलबर्गा (कनाटक)-585104	यू पी बी सी पाइप	IS : 04985 : 88
12.	6046660	94#07#01	मान इंडिया लि., कथेरी गांव, बालायाक्कारानूर (पो.), कुमार पलायम, तमिलनाडु-638183	43 ग्रेड, साधारण पोर्टलैंड सीमेंट	IS : 08112 : 89
13.	6046761	94#06#01	सागर सीमेंट लि., माथामपल्लव गांव एवं मंडल मल्लगोडा जिला, प्रान्ध प्रदेश-508204	43 ग्रेड, साधारण पोर्टलैंड सीमेंट	IS : 12269 : 87
14.	6046862	94#06#01	व के. सी. पी. लिमिटेड, गुडूर जिला, प्रान्ध प्रदेश-522 426	53 ग्रेड, साधारण पोर्टलैंड सीमेंट	IS : 12269 : 87
15.	6046963	94#06#01	कोरोमंडल एग्रोकेमिकल्स, 31 और 32 इंड एस्टेट कुरनूल रोड अंगोले (घा. प्र.)	जिक सल्फेट, कृषि ग्रेड	IS : 08249 : 76
16.	6047056	94#06#01	सलिता मेटल्स यूनिट ए-2 ए. पी. इंड. एस्टेट घाटोतगर विनायकपल्लनम-530 012	स्विंग चक टाइप रिफिलक्स (नॉनरिटर्न) वाल्व पानी सम्बन्धी कार्यों के लिए	IS : 05312 : 84 भाग : 01
17.	6047157	94#06#01	विजय साई टिन कंटेनर्स 1-75/बी बंडलागोडा (समीप जी. एस. घाई कम्लेक्स) उपमंडल हैदराबाद-500 963	श्री, बनस्पति, खाद्य तेल और बेकरी मोयन के लिए 15 किग्रा के बीकोर टिन	IS : 10325 : 89
18.	6047258	94#07#01	श्री रामसाइजन केमिकल्स 15-ई सिक्कोट कम्लेक्स पोडुकोटाई तमिलनाडु-622002	कमोरोपायरिकॉस 28% ईमी	IS : 08944 : 78
19.	6047359	94#06#01	अश्विनी नैम्प काम्लेक्स, नामका इंडस्ट्रियल एरिया, नामका, कोलार, कनाटक	सामान्य कार्यों के लिए स्टीम	IS : 00418 : 78
20.	6047460	94#07#01	बामाजी मेटल कंटेनर्स, 6-8-110/ए, (ओम्ब कुरनूल रोड), घाई डी ए कट्टीवम, भार भार मिस्ट्रक्स, हैदराबाद-500 252	श्री, बनस्पति, खाद्य तेल और बेकरी मोयन के लिए 15 किग्रा के बीकोर टिन	IS : 10325 : 89
21.	6047561	94#07#01	तमिलनाडु मैक इंजीनियरिंग, इंडस्ट्रियल को-ऑप सोसाइटी लि., 4 ए, अमानीमास कोटाम, टोम्बारापेट, मद्रास-600 081	धातु के रोसिंग गटर कोसिंग टाइप कम से कम 8 एम 2 साफ ओवर	IS : 06248 : 79
22.	6047662	94#07#01	व जनरल इंडस्ट्रियल सोसाइटी लि., विजिनाग्राम जूट डिबिजन, विजिनाग्राम (घा. प्र.)-531 211	वेगी जूट	IS : 01912 : 84
23.	6047763	94#07#01	इंजीनियरिंग इंडस्ट्रीज, 41-बी-सेक्टर, सन्मूख : कारपोरेशन स्कूल के भार. पुरम कोयम्बतूर-641 008	इकहरी केम की क्रोटो, यूसी बिजनी की मोटर	IS : 00996 : 79

1	2	3	4	5	6
24.	6047864	94-07-01	एम.ए. आईबी पम्प प्रा. लि. 1297 मेट्टपलायम रोड, कोयम्बतूर-641034	निमज्जन पम्प	IS: 08034: 89
25.	6047965	94-07-01	श्रीराम इंजीनियरिंग, 49 धनलक्ष्मी पुरम, सिगनातूर, कोयम्बतूर-641 005	निमज्जन पम्प	IS: 08034: 89
26.	6048058	94-07-01	चित्रा इलेक्ट्रिकल्स, 134 ए-1 त्रिषि रोड, कन्नमपलायम (बाया), सुलूर कोयम्बतूर-641 402	निमज्जन पम्प के लिए मोटर	IS: 09283: 79
27.	6048159	94-07-01	रोटारर, 1784-—बाडाग्राम रोड, बेलाडीपलायम, कोयम्बतूर-641 025	तीन फेसी प्रेरण मोटर	IS: 00325: 78
28.	6048260	94-07-16	व डायमंड इंजी. कं., एमएफ नं. 585/1 राजाजी नगर, त्रिषि रोड, सिगनालूर, कोयम्बतूर	मोनो सेट पम्प	IS: 09079: 89
29.	6048361	94-07-16	व डायमंड इंजी. कं., एम एफ नं. 5851/1, राजाजी नगर, त्रिषि रोड, सिगनालूर, कोयम्बतूर	एकहरी मोटर के जेट पम्प, सी.एस.आर. टाइप	IS: 12225: 87
30.	6048462	94-07-01	कर्नाटक केमिकल्स इंडस्ट्रीज कारपोरेशन लि., ए-3, ए-4 III स्टेज, विन्या इंडस्ट्रियल एरिया, बंगलूर-560 058	कापर सल्फेट, तकनीकी	IS: 00261: 80
31.	6048563	94-07-01	वेस्ट इंडिया स्टील कं. लि., विमो ममूर, कोरोके, कालीकट (केरल) 673631	एच एसडी इस्पात को छड़े, एफई 435	IS: 01788: 85
32.	6048664	94-07-01	माउंट आरोमेटिकन, प्लाट नं. 32, विष्णु नगर, प्रथम मेन रोड, वेस्ट थाम्माराम, मद्रास-600 045	फोलतार खाद्य रंग विनिलिया और मिश्रण	IS: 05346: 75
33.	6048765	94-07-01	वेस्ट कोस्ट आयर्न एंड स्टील, ठोडुडाडा, कन्ननूर, केरल -670007	एचएसडी इस्पात छड़े, एफई 415	IS: 0786: 85
34.	6048866	94-07-01	फाइनलकोरे केबल्स (प्रा) लि., 427-वी डेबाल इंडस्ट्रियल एरिया, के.आर.एस. रोड, मेसूर-5700 16	पीवीसी रोपित केबल, एकहरी और बहुदेशीय	IS: 00694: 90
35.	6048967	94-07-01	विनफिन्ड केमिकल्स इंडिया लि., सी-14 इड. एस्टेट, विजयवाड़ा-520007	क्लोरोपापरिफॉन 28 %, इसी	IS: 08944: 78
36.	6049060	94-07-01	इंडेक्स मेटल एंड एलवाय, सर्वे नं. 112/1, डोमर पोचामपल्ली, मेडयाल तालुक, रेगारेडी जिला (आ.प्र.)	नये तैयार एलपीजी सिलिंडर के लिए वाल्व फिटिंग	IS: 08737: 78 भाग : 02
37.	6049161	94-07-01	चित्तवालासाह जूट मिल्स, चित्तवालासाह (आ.प्र.)-531162	डी डब्ल्यू आर्ट के बोरे	IS: 03984: 67

1	2	3	4	5	6
38.	6049262	94-07-01	व तमिलनाडु इंड. कॉन्सप रबराइज्ड 179-ए, मेन रोड, ओराथाड तालुक, पन्पाकोटाई, तुंजावूर जिला, तमिलनाडु-641019	गद्दे के लिए रजिस्ट्रार कार्यालय की सीट	IS: 08391: 87
39.	7046261	94-06-01	यूनीप्लस इंडिया लि. कावाइयां, पोस्ट भीमपूर, नानीडामन-396210	पेय जल आपूर्ति, मल और औद्योगिक वहिस्त्वार्थों हेतु उच्च पोली थाइमीन पाइप	IS: 04984: 87
40.	7046268	94-06-01	महाराष्ट्र इलेक्ट्रोसाइड्स लि., पेस्टीसाइड्स फार्मेशन प्लांट, प्लांट नं. सी-4, एमआईडीसी एरिया, शिवाजी, अकोला-444104	बीएचसी (एचबीएस) जल धूलन पाउडर सान्द्र	IS: 00562: 78
41.	7047667	94-06-01	मॉयर्स प्राइवेट लि. प्लॉ. नं. 9075 केशाकाका कम्पाउंड, आई बी पटेल रोड, गौरे गांव (पूर्व) बम्बई-400063	स्विच लाकेट ब्राउटलेट (नान इंटरलॉकिंग टाइप)	IS: 04615: 68
42.	7048164	94-06-01	केबल इंडस्ट्रीज, प्रोडक्ट इंड. एस्टेट नं. 2, ग्राउंड फ्लोर यूनिट नं. 1 और 4 गांव नवगढ़, बसई रोड (पूर्व), थाणे-401202	पीवीसी रोधी (भारी ड्यूटी), बिजली केबल भाग 1 कार्यकारी बोल्डता के लिए 1100 बो. तक	IS: 01554: 88 भाग: 01
43.	7048366	94-06-01	रेनबो केबल इंडस्ट्रीज, काहिरपुर, समीप नरोड़ा नागरिक का. स्टोर, सम्मुख पानी टैंक नरोड़ा ग्राम, अहमदाबाद 382345	पीवीसी रोधी (भारी ड्यूटी) बिजली के केबल भाग 1 1100 बो तक कार्यकारी बोल्डता के लिए	IS: 00694: 90
44.	7048568	94-06-01	गजाम्बुजा सीमेंट, सर्वे नं. 39 और 40 एडजस्ट मंगडाला गिफ्टार्ड, मंगडाला पोर्ट रोड, गांव-गांधीपुर तालुक चौरासी, सुरत जिला।	53 ग्रेड साधारण पोर्टलैंड सीमेंट	IS: 12269: 87
45.	7048669	94-07-01	जैन प्लास्टिक एण्ड केमिकल्स लि., जैन इंडस्ट्रियल कॉम्प्लेक्स जैन पाइप नगर, अलगांव-425001	छेद/ट्यूबल के लिए बिना प्लास्टिक के पीवीसी स्क्रीन और ढलवा पाइप	IS: 12818: 92
46.	7048770	94-07-01	पेस्ट केट्रोल (इंडिया) प्रा. लि., ए-6-10-11, सीरा इंड. एस्टेट, एमआईडीसी एरिया, सीरा थाना-401104	सैलार्थिथॉन बायसनीन सांद्र	IS: 02597: 78
47.	7048871	94-07-01	साइजुन केबल कम्पनी, 38-पारावली इंड. एस्टेट, प्रारिय रोड, गौरेगांव (पूर्व) बम्बई-40003	पीवीसी रोधी (भारी ड्यूटी) बिजली के केबल, भाग 1-1100बो. तक कार्य- कारी बोल्डता के लिए	IS: 01554: 88 भाग: 01
48.	7048972	94-07-01	गजाम्बुजा सीमेंट, सर्वे नं. 30 और 40 एडजस्ट मंगडाला गिफ्टार्ड, मंगडाला पोर्ट रोड, गांव गांधीपुर तालुक चौरासी, सुरत जिला	33 ग्रेड साधारण पोर्टलैंड सीमेंट	IS: 00209: 89

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49. 7049065	94-07-16	महाकाली सीमेंट वर्क, गांव सासवंडा, तालुक सावली, मकोदरा जिला	33 ग्रेड साधारण पोर्टलैंड सीमेंट	IS 00269: 89	
50. 7049166	94-07-01	गजाम्बुजा सीमेंट, सर्वे नं. 39 और 40 एडजस्टिंग मगदाला लिपवाई, मगदाला पोर्ट रोड, गांव : गालेर, तालुक बीरासी	43 ग्रेड साधारण पोर्टलैंड सीमेंट	IS 08112: 89	
51. 7049267	94-07-18	मजमेरा सीमेंट प्रा. लि., गांव मानहूरी, जुनागढ़ बेरावाल रोड, जुनागढ़-362243	43 ग्रेड साधारण पोर्टलैंड सीमेंट	IS 09112: 89	
52. 7049368	94-07-01	कालकी इंडस्ट्रीज, कालकी एस्टेट, I भाईडी पटेल रोड, गोरे गांव (पूर्व) बम्बई-400063	स्विच साकेट ब्राउटनेट (मानइंटरलाकिंग टाइप)	IS 04615: 68	
53. 7049469	94-07-01	प्रीमियम प्लास्टिक इंडस्ट्रीज (यूनिट 2) प्लॉट नं. 97, श्री नाथ इंड. एस्टेट, गांव सबरोली, तालुक तालासारी, बाणो जिला	विद्युत रोधी बालक भाग 3 साबे बालक विद्युतरोधी सामान के लिए	IS 09537: 83 भाग 03	
54. 7049670	94-07-01	महाराष्ट्रा इंसुलीसाइड्स लि., पेस्टीसाइड फॉर्मूलेसन प्लॉट, प्लॉट नं. सी-4, एम भाईडीसी एरिया, मिबानी, अकोला-444104	साइपरमेथीन ई सी	IS 12016: 87	
55. 7049671	94-07-01	गायत्री पेस्टीकेम, 81/4 जी.भाईडीसी, बलवा, ग्रहमबाबाय-382445	साइपरमेथीन ईसी	IS 12016: 87	
56. 7049772	94-07-01	लाइट क्राफ्ट कार्पोरेशन, 68-11, एम.भाईडीसी, स्ट्रीट नं. 13, अंधेरी (पू.) बम्बई-400093	विद्युत रोधन के लिए बालक भाग 3 सकल और सादे बालक विद्युत रोधी सामान के लिए	IS 09537: 83 भाग : 03	
57. 7049873	94-07-01	डिप्लॉट टिम इंडस्ट्रीज, 1/16 मिस्सल इंडस्ट्रियल एस्टेट, अंधेरी कुर्ला रोड, बम्बई-500059	बनस्पति, खाफतेल, बैकरी मोयन के लिए 15 किग्रा. के चौकोर टिन	IS 10325: 81	
58. 7049974	94-07-01	सुपरिम इंडस्ट्रीज लि. बं 101, एम.भाईडीसी एरिया, जयगांव-425003		IS 10104: 82	
59. 7050050	94-07-01	मेफियर पॉथलीम प्रा. लि., मेफियर कम्पाउंड, नेशनल हाई वे नं. 8, हिम्मतनगर-383001	पेय जल आपूर्ति के लिए बिना प्लास्टिक के दो बो सो पाइप	IS: 04985: 88	

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60. 7050151	94-07-01	धर्म इंस्टीट्यूट, ए/11-9 ओल्ड नूतन स्कूल, भंडान नगर, एस. बी. रोड, मसाद (पू.) बम्बई-400064	विश्व धर्म और सामाज्य कार्य के लिए	IS 03854:88
61. 7050252	94-07-01	धर्म इंस्टीट्यूट, ए/11-9 ओल्ड नूतन स्कूल, भंडान नगर, एस. बी. रोड, मसाद (पूर्व) बम्बई-400064	तीन पित्त जग और माकेड आउटलेट	IS 1293:88
62. 7050353	94-07-01	पिओन्टर इंस्टीट्यूट, 25 श्रीमजीवी उद्योग भवन, मोती उद्योग नगर, रामचन्द्रा सेन (एम्बर्ट) मनपद (प) बम्बई-400064	विलिंग रोड	IS 00371:79
63. 7050454	94-07-01	एयर केरिंग कारपोरेशन (ई) प्रा. लि., डी-1/1/1 एमभाईडीसी, मुरबाद, राणे	कंटीट प्रबलन के लिए उच्च सामर्थ्य के विकसित इस्पात की छड़ें और तार	IS 01786:85
64. 7050555	94-07-01	जैन इरोशेन सिस्टम लि., जैन फील्ड्स, एनएच नं. 6 पो. बी. 72, नमवोरी, तालुक एरनडोल, जलगांव जिला	एम्पीटर्म	IS 13487:92
65. 7050656	94-07-01	परसाना इलेक्ट्रिकल्स, मावदी रोड, मावशी प्लाट, राजकोट-360006		IS 06595:93 भाग: 01
66. 7050757	94-07-01	जिंको केमिकल्स इंस्टीट्यूट, ए-2, 22/2, 23 जीआरडीसी एस्टेट, कम्बोल, मेहसाणा जिला, (द. गुजरात)-382725	कापर सल्फेट	IS 00261:82
67. 7050858	94-07-01	नदमी हाइड्रोपक्स प्रा. लि., 129, 130 ईड एस्टेट, पाटिया नगर, होटशी रोड, शोलापुर-413003	श्रेष्ठ प्राथमिक वन्य संयोजन का तकनीकी अवधारण	IS 12225:87
68. 7050959	94-07-01	ब्राल इंडिया मेडिकल कारपो., सिम्भोला रोड, बोरीवली (प.) बम्बई 400092	न्यूरोपाथिकाम पायसनस माउ	IS 08944:78
69. 7051052	94-07-01	धकड़ मेटल्स प्रा. लि., भारी इंडस्ट्रियल एस्टेट, मीमपुरी, नानी दसन, दसन-396210	लिक सल्फेट हरि प्रेड	IS 08249:76
70. 7051153	94-07-01	रत्नागिरी बिल्डिंग प्राइवेट प्रा. लि., बो-15 एम घाई डीसी मिरगोर, रत्नागिरी 415639	43 ग्रेड माधारण पोर्टलैंड सीमेंट	IS 08112:89
71. 7051254	94-07-01	मिडार्थ पीवीसी पाइप प्रा. लि., 77/2 कोल्की, पाइक तालुक, मंताला जिला	पेजल आपूर्ति के लिए बिना प्लास्टिक पीवीसी पाइप	IS 04085:88
73. 7051355	94-07-01	ग्रल्कोन सीमेंट कं. प्रा. लि., मुस्ता, बिचोर्लिन, गोवा	43 ग्रेड माधारण पोर्टलैंड सीमेंट	IS 08112:89

1	2	3	4	5	6
73.	8057069	94-06-01	तहना मेटल (प्रा.) लि., ए-11 मिलमिल इंड. एरिया, जी.टी. रोड, शाहदरा, दिल्ली-110095	निमज्जन मोटर के लिए पीसीसी रोधित लपेटन तार	IS 08783: 78
74.	8057170	94-06-01	टक्नोप्लास्ट इंडस्ट्रीज, गांव-नमूखेडी कोरगाला रोड, खांडवा (म.प्र.)	पेयजल प्राप्ति के लिए एचडीपीई पाइप	IS 04984: 87
75.	8057271	94-06-01	पाइप फिक्स इंडस्ट्रीज, ई-28/29 कवितनगर इंड. एरिया, गाजियाबाद (उ.प्र.)	वायुमार्ग इलया लोहे की पाइप फिटिंग	IS 01879: 87
76.	8057372	94-06-01	रतलाम इलेक्ट्रो मैग्नेटिक प्रा.लि., 9-ए इंडस्ट्रियल एस्टेट, रतलाम-457001	160 ताप सूचकांक वाले इन्सुल चूड़े गोल बेस्टन तार, टाइप I	IS 04800: 68 भाग: 05
77.	8057573	94-06-01	उषा लैम्पस (प्रा.) लि., आई-8 इंडस्ट्रियल एरिया, निकन्दराबाद, मुम्बई-400001	टंगस्टन तंतु सामान्य लैम्प के लिए	IS 00418: 78
78.	8057574	94-06-01	नोखा सीमेंट (प्रा.) लि., गांव विकास, एस पी-1 (सी), फिको इंडस्ट्रियल एरिया, नौरा, बीकानेर	33 ग्रेड साधारण पोर्टलैंड सीमेंट	IS 00269: 89
79.	8057675	94-06-01	गंगल सहकारी बुध उत्पादक संघ लि., गंगल रोड, परनापुर मरठ (उ.प्र.)-250103	मलवाईयुक्त दुध पाउडर	IS 13334: 92 भाग: 02
80.	8057776	94-06-01	सामानिल केमिकल्स, एच-21, 23, रोड नं. 1, वेगराजपुर इंडस्ट्रियल एरिया, मुजफ्फर नगर (उ.प्र.)	बीनालफोस पायमनीय सांद्र ई.पी. 25%	IS 08028: 87
81.	8057877	94-06-01	सामानिल केमिकल्स, एच-21, 23 रोड नं. 1, वेगराजपुर इंडस्ट्रियल एरिया, मुजफ्फरनगर (उ.प्र.)	इंडोसल्फान ई.पी. 25%	IS 04323: 80
82.	8057978	94-06-01	सामानिल केमिकल्स, एच-21, 23, रोड नं. 1, वेगराजपुर इंडस्ट्रियल एरिया, मुजफ्फरनगर (उ.प्र.)	मेनाथियोन ई.पी. 30%	IS 02567: 78
83.	8058071	94-06-01	एच.एम. कडवटर्स एंड इंजीनियर्स प्रा. लि., प्लॉट नं. डी-82, रोड नं. 7 वी.के. आई. एरिया, जयपुर	विरोध प्रेषण के लिए एल्युमिनियम के चालक	IS 00398: 76 भाग: 01
84.	8058172	94-06-01	इंसुल्टा पेट्रोनाइड्स, 7.4 कि.मी. जनसत्ता रोड, मुजफ्फर नगर (उ.प्र.)	फायरफिजिंग जल घुलनशील सांद्र	IS 06177: 81

1	2	3	4	5	6
85.	8058273	94-06-01	अनुप वेस्टीसाइड्स (प्रा.) लि., एच-सी-9 इंडस्ट्रियल एरिया, सिकंदराबाद (उ.प्र.)	मोनोक्रोटीफॉस एसएस	IS 08074:90
86.	8058374	94-07-01	विष्णु इंडस्ट्रीज, एच-98-100 इंडस्ट्रियल एरिया, मीम का बाता, जिला सीकर	33 ग्रेड साधारण पोर्टलैंड सीमेंट	IS 00269:89
87.	8058475	94-07-01	राज सीमेंट इंड., प्लॉट नं. एफ-269, दीसरा फेस, रिश्की इंडस्ट्रियल एरिया, मीलवाड़ा	33 ग्रेड साधारण पोर्टलैंड सीमेंट	IS 00269:89
88.	8058576	94-07-01	जनसमिल सीमेंट लि., एफ-14/15 रिश्की इंड. एरिया, मीम का बाता, जिला सीकर	33 ग्रेड साधारण पोर्टलैंड सीमेंट	IS 00269:89
89.	8058677	94-07-01	बेतना पोलीटेक्स प्रा. लि., एच-105 भिवाड़ी इंड. एरिया भिवाड़ी, जिला झारख.	बिजली के कार्यों के लिए शबचक संवेदनशील चेपदार टेप: प्लास्टिक पोली- बिनाइल क्लोराइड टेप बिना चेपदार थर्मोसिटिंग के	IS 07098:89 भाग: 03
90.	8058778	94-07-01	ए.बी.प्रार. केबल्स, खसरा नं. 11/16/1 मुहका मार्ग, माजरी गांव, पोस्ट कराला, दिल्ली-110081	पीवीसी रोधी और चदरे (भारी कार्यों के लिए)]	IS 01554:88 भाग: 2
91.	8058879	94-07-01	सबोतम सीमेंट (प्रा.) लि., गांव चकरारा, नीखा, बीकानेर-334802	33 ग्रेड साधारण पोर्टलैंड सीमेंट	IS 00269:89
92.	8058980	94-07-01	कोसमोस इलेक्ट्रोड्स प्रा.लि., प्लॉट नं. 593 सेक्टर सी, बगदून पीतमपुर, जिला धार (म.प्र.)	संरचना इस्पात की धातु मार्क वेल्डिंग के कार्य और कार्बन-मैंगनीज इस्पात	IS 00814:91
93.	8059073	94-07-01	मोदी सीमेंट लि., मोदीग्राम जिला रायपुर (म.प्र.)	33 ग्रेड साधारण पोर्टलैंड सीमेंट	IS 12269:87
94.	8059174	94-07-01	ज्योति सीमेंट (प्रा.) लि., एच-68-बी-70, रिश्की इंडस्ट्रियल एरिया, बेहरोड, जिला झारख-301701	33 ग्रेड साधारण पोर्टलैंड सीमेंट	IS : 00269:89
95.	8059275	94-07-01	स्पोर्ट्स सीमेंट प्रा.लि., बी-28 से 35 रिश्की इंडस्ट्रियल एरिया, रतनगढ़, जिला मुक्त (राजस्थान)	33 ग्रेड साधारण पोर्टलैंड सीमेंट	IS : 00269:89
96.	8059376	94-07-01	मस मोहन प्लास्टिक्स (प्रा.) लि., 9वां, किमी० भोपा रोड, मुजफ्फरनगर (उ.प्र.)	जल आपूर्ति के लिए बिना प्लास्टिक के पीवीसी पाइप	IS 01985:88
97.	8059477	94-07-01	सोमानिल केमिकल्स, एच-21, 23, रोड नं० 1, बेंगराजपुर इंड० एरिया, मुजफ्फरनगर (उ.प्र.)	ग्रानुलोफॉस ईसी 30%	IS 13403:92

1	2	3	4	5	6
98. 8059578	94-07-01	मोहन इंडस्ट्रीज, जे-9 उद्योगनगर, रोहतक रोड, नई दिल्ली-110041	मुवाहूय रासायनिक अभिजायक (गोडा ग्रैण्ट)	IS 00934:89	
99. 8059679	94-07-01	एम.बी.एम. इंडस्ट्रीज, 30-इंडस्ट्रियल नगर, रिश्वाट, जबलपुर-482009	नमोजन पम्प का माइल एम्बी 6/ 24 x 8 से.ज. 280 ग.प्र.मि.	IS 08034:89	
100. 8059780	94-07-01	इंदौर बुध संघ सहकारी मर्यादित, अन्ना ताता बाग, ए.बी. रोड, मंगलिया, इंदौर-453771	मलाईयुक्त दूध पाउडर	IS 13334:92 भाग 2	
101. 8059881	94-07-01	खेमका एसोसिएट्स, एसपी 818 (ए). रोड नं० 14, बी०के०आई० एरिया, जयपुर-13	33 घेड साधारण पोर्टलैंड सीमेंट	IS 00269:89	
102. 8059982	94-07-01	गाजवा सीमेंट प्रा० लि०, जाटपुर (मनवार) जिला धार (म.प्र.)	43 घेड साधारण पोर्टलैंड सीमेंट	IS 08112:89	
103. 8060058	94-07-01	अलंकार केबल्स इंडस्ट्रीज, खमरा नं० 291, गली नं० 2, शालीमार इंड० एरिया, दिल्ली-110052	1100 बी० तक कार्यकारी चोन्टता के लिए पीवीसी रोहित केबल	IS 00694:90	
104. 8060159	94-07-01	घाई के लेम्पस (इंडिया), एफ-77, सुदर्शन पार्क, नई दिल्ली-110015	टंगस्टन तंतु, बिजली के लैम्पो के सामान्य सेवा के लिए	IS 00418:78	
105. 8060260	94-07-01	पेस्टोसाइड्स इंडिया लि०, उदयसागर रोड, उदयपुर-313001	थिओयामकार्ब 50% ईमी	IS 12769:89	
106. 8060361	94-07-01	गुप्ता रिफ्रेक्टोरीज (फाउंड्रीडिवीजन), 11, महाराजपुर इंड० एरिया, ग्वासियर-474005	लक्षण ग्लेज, स्टोनवेयर पाश्च	IS 00651:92	
107. 9056577	94-07-01	टेम्पकोन इंडिया, प्लॉट नं० 198, मैक्टर 24, करीदाबाद	पानी गमाने के बिजली के फ़ीटर।	IS 02082:85	
108. 90556678	94-07-01	भारसी इस्पात उद्योग लिमिटेड, 7वीं किमी० बाराबाला रोड, नलबर्डी राणा, हिसार-125001	ईंधनरक्षक, मुकु इस्पात की दृष्टि 15 मिमी० से 90 मिमी०	IS 01239:90 भाग : 02	
109. 9056779	94-07-01	भारसी इस्पात उद्योग लिमिटेड, 7वीं किमी० बाराबाला रोड, नलबर्डी राणा, हिसार-125001	भरवता कार्यों के लिए ईंधनरक्षक, इस्पात की नली	IS 01161:79	
110. 9056880	94-07-01	कृष्णा कार्बन पेपर्स कं०, एल०आर०पी० रोड, खजिमपुर खेरी-262701	कार्बन पेपर (हाथ से लिखने के लिए)	IS 03450:76	
111. 9056981	94-07-01	बी०के० मेटल वर्क्स 112 ग्लोब कार्लोना, इंड एरिया, जामशेर सिटी	गेट, ग्लोब और जेक बाल्व	IS 00778:84	
112. 9057074	94-07-01	कार्पा बिजनाथ स्टील लिमिटेड, नारायण नगर, बाजपुर रोड, काशी-77	कर्मिट प्रक्षालन के लिए घातक बमिल रजिन	IS 01780:85	

1	2	3	4	5	6
113. 9057175	94-07-01	कृष्णा कार्बन पेपर्स कं., एल.आर.पी. रोड, लखिमपुर, खेरी-262701	कार्बन पेपर (टाइपिंग के)	IS 01551.91	
114. 9057276	94-07-01	द यूनार्स्टेड लाइम एण्ड पेंट्स केमिकल्, (प्रीमिअर्डिएस लि.), समीप गाबिन्द नगर, प्राउटसाइड कलवरी रोड, करनाल-132 001	पेंट सोलेंट	IS 05410.69	
115. 9057377	94-07-01	शक्ति इंसेक्टोसाइड्स, एम.आई.ई. प्लॉट नं. 2, इंड एरिया, बहादुरगढ़।	पेस्ट-इन्फेक्शन 35% ईमी	IS 04323.80	
116. 9057476	94-07-01	उत्तरांचल लैम्प (प्रा.) लि., बी-15/16, इंडस्ट्रियल एस्टेट, जिला-नैनीताल, काशीपुर	सामान्य सेवा के लैम्प	IS 00418.78	
117. 9057579	94-07-01	स्थास्तिक इलिवेटकम्स., प्लॉट नं. 17-20, ब्लाक-ए, दाबुआ, नवादा रोड, दाबुआ कालोनी, फरीदाबाद-121 001	पानी गर्माने के डिवाइस के हीटर	IS 02082.85	
118. 9057680	94-07-01	पंजाब पेस्टोसाइड्स इंड. कॉ-ऑप- सोसाइटी लि., गांव खानपुर, तहसील खराड, जिला रोपड़ खानपुर	पेस्ट-इन्फेक्शन 35% ईमी	IS 04323.80	
119. 9057781	94-07-01	रायस बागिया इस्पात उद्योग लिमिटेड, 11वां किमी. स्टोन, बिहली रोड, हिसार-125 011	कॉफीट प्रबलन के लिए, अतः प्रति मिनट	IS 01239.90 भाग: 01	
120. 9057882	94-07-01	निधि पाटप लि., गांव भानुवारपुर, सम्मुख : खाल प्याडेट, जिला पटियाला, हरावासी	इस्पात ट्यूब	IS 01161.79	
121. 9057983	94-07-01	शिव इंस्टीट्यूट, प्लॉट नं. 99, सेक्टर 25, बल्लभगढ़।	बैल्ड गैस स्टोब	IS 04246.92	
122. 9058076	94-07-01	शक्ति इंसेक्टोसाइड्स, एम.आई.ई. प्लॉट नं. 2, इंड एरिया, बहादुरगढ़।	पेस्ट-मिथाइल वे रायिगॉल 50% ईमी	IS 02865.78	
123. 9058177	94-07-01	शक्ति इंसेक्टोसाइड्स, एम.आई.ई. प्लॉट नं. 2, इंड एरिया, बहादुरगढ़।	पेस्ट-मोनोफोस्फोफॉस 36% एसएल	IS 08074.90	
124. 9058278	94-07-01	चंडीगढ़ केमिकल्स, बमानपुर रोड, जिला हिसार, तोहाना-126 119	त्रिक सफ़्ट	IS 08249.76	
125. 9058379	94-07-01	शक्ति केमिकल्स, 38/5 किमी. स्टोन, जाखोदा, बहादुरगढ़।	पेस्ट-मोनोफोस्फोफॉस 10% डीपी	IS 00561.78	

1	2	3	4	5	6
126.	9058480	940701	टापुर केमिकल्स, 8/5 किमी० स्टोन, जाखोदा, बहावलपुर।	पेस्ट-सब्सिनालफॉस 25% ईसी	IS 8028:87
127.	9055581	240741	ठाकर केमिकल्स, 38/5 किमी० स्टोन, जाखोदा, बहावलपुर।	पेस्ट कार्बेन्डाथेन्स डरबू सी 55%	IS 084446 91
128.	90586682	940741	पेट्रोल सर्विस (इंडिया) प्रा० लि०, 38, 59, उद्योग बिहार, कैम-5, गुडगाव-122 016	ज्वालामय श्रावण महिम	IS 02148:81
129.	9058783	940701	पेराडाइस पेंट्स प्रा० लि०, 635 मोदास्ता कला, सम्मुख मेडा आफिस, बिल्डाट देवा रोड, नखनऊ-227105	ग्रा एम पी बुशिंग ब्रिटिश	IS 00158:81
130.	9058884	943701	पौलीपैक इंडस्ट्रीज, 194 उद्योग बिहार, गुडगाव-122006	पोलीमी बालक	IS 09537:83 भाग : 03
131.	9058985	440701	नूतन वाल्स (इंडिया), प्लॉट नं० डी-1, इंड. पौकल प्लाईट जी.टी० रोड बाई पास, जालंधर।	गेट, ग्लोब और जेक वाय्व।	IS 00778:84
132.	9059078	440751	राज माउलिंग एण्ड काउंटी प्रसर्स, मकानूद न, जालंधर सिटी 144002	गेट, ग्लोब और जेक वाय्व	IS 00778:84
133.	9050179	940701	आर०के० वाल्स (इंडिया), 9 ग्लोब कालोनी, इंड० एरिया, जालंधर 144004	गेट, ग्लोब और जेक वाय्व	IS 00778:84
134.	9059280	940701	तुखमीत इंडस्ट्रीज, गोब धातीबिंग, पो०जी० गालबाली, गोब तरणताल रोड, अमृतसर।	पशु घाहिर	IS 02052:79
135.	909381	940701	जे०एम० मेटल एण्ड इंडस्ट्रीज, मोदाल मारिपुर रोड, समीप : काली माना मंदिर, जालंधर।	गेट, ग्लोब और जेक वाय्व।	IS 00778:84

[नं० के० प्र० वि०/13-11]

म० क० कर्मकार, अपर सहनिवेशक

MINISTRY OF CIVIL SUPPLIES, CONSUMER AFFAIRS AND PUBLIC DISTRIBUTION

BUREAU OF INDIAN STANDARDS

New Delhi, the 1st June, 1995

S.O. 1731.—In pursuance of sub-regulation (5) of the Bureau of Indian Standards (Certification) Regulations, 1988, the Bureau of Indian Standards, hereby notifies the grant of licences particulars of which are given in the following schedule.

SCHEDULE

Sl. No.	CM/I. No.	Operative Date	Name and Address of the Party	Article/Process covered by the Licence	IS : No. Part
1	2	3	4	5	6
1. 5028249		940701	Amalgamated Synthetic Moulders (P) Ltd., 44/41, K.B. Sarani, Mall Road, Calcutta-700080	Rubber Sealing rings for Gas mains water mains and sewers (First Revision)	IS 05382:85
2. 5028350		940701	Green Timber Industries (P) Ltd., Post : Tizit, Dist. : Mon, Nagaland.	Block Boards (Second Revision)	IS 01659 : 90
3. 5028451		940701	Green Valley Biscuits (P) Ltd., Tenzing Norgay Road, P.O. Salbari, Via Sukna Darjeeling.	Biscuits (Third Revision)	IS 01011 : 92
4. 5028552		940701	Sushila Cement (P) Ltd., Ranchi Road, Vill-Litibeda, PO—Kutra Distt. : Sundargarh Orissa.	OPC 33 Grade	IS 00269 : 89
5. 5028653		940701	Sushila Cement (P) Ltd., Ranchi Road, Vill:Litibeda, PO Kutra Distt. Sundargarh Orissa	Portland SLAG Cement (Fourth Revision)	IS 00455 : 89
6. 5028754		940701	Saket Tubes, Didarganj, Patna City, Bihar-800008	Unplasticized PVC casing pipe for Bore/Tubewell of CM Pipe, Sizes:40 MM upto & including 125 mm Nominal Dia.	IS 12818 : 92
7. 6046155		940601	Sree Rajarajeshwari Industries, Plot No. 7, KSSIDC Indl. Estate, Bangalore Road, Bellary-583101	UPVC Pipes	IS 04,985 : 88
8. 6046256		940601	Tamilnadu Small Industries Corpn. Ltd. Deep Well Hand Pump (VLOM) (Tansi Pump Unit) C-14, Industrial Estate, Ambattur, Madras-600058		IS 13056 : 91
9. 6046357		940601	Product Dairy, Mandya Distt. Coop. Milk Prod. Soc. Union Ltd., Gejjalgere, Maddur Taluk, Mandya District, Karnataka-571428	Sikm Milk Powder	IS 13334 : 92 Part : 02
10. 6046458		940601	Airtck 29, C/24, SFNO 498/2, Sowripalayam Road. Coimbatore-641028	Single Phase small AC Electric Motor	IS 00996 : 79

1	2	3	4	5	6
11. 6046559	940601	S.S. Plastica, Plot No. P-13., Kapnoor Indl. Estate Gulbarga (Karnataka)-585104	UPVC Pipes	IS 04985 : 88	
12. 6046660	940701	Tan-India Limited, Katheri Village, Valayakkaranur (PO), Komarapalayam Tamilnadu-638183	43 Grade OPC	IS 08112 : 89	
13. 6046761	940601	Sagar Cements Ltd., Mathampally Village & Mandal, Nalgonda District, Andhra Pradesh-508204	53 Grade OPC	IS 12269 : 87	
14. 6046862	940601	The K.C.P. Limited, Guntur District (A.P.) 522426	53 Grade OPC	IS 12269 : 87	
15. 6046963	940601	Coromandal Agrochemicals, 31 & 32 Indl. Estate, Kurnool Road, Ongole (A.P.)	Zinc Sulphate, Agricultural Grade	IS 08249 : 76	
16. 6047056	940601	Lalitha Metals, Unit A-2, A.P. Indl. Estate , Autonagar Visakhapatnam-530012	Swing Check Type Reflux Non-return valves for water works Purposes	IS 06312: 84 Part : 01	
17. 6047157	940601	Vijaya Sai Tin Containers, I-75/B, Bandolagoda (Near G.S.I. Complex), Uppa Mandal. Hyderabad-500963	Square Tin 5 kg For Ghee Vana Spati. Edible Oils and Bakerys Hortening only.	IS 10325 : 89	
18. 6047258	940701	Sree Ramcides Chemicals, 11-E, SIPCOT Complex, Pudukottai. Tamilnadu-622002	Chlorpyrifos 20% EC	IS 08944 : 78	
19. 6047359	940601	Ashwini Lamps Pvt. Ltd., B-5, Mysore Lamp Complex, Tamaka Industrial Area, Tamaka, Kolar, Karnataka.	GLS Lamps	IS 00418 : 78	
20. 6047460	940701	Balaji Metal Containers 6-8-110/A (Old Kurnool Road), I.D.A. Kattedan R.R. Mistrict Hyderabad-500252.	Square Tins 15 Kg for Ghee Vanaspati, Edible Oils and Bakery's Hortening only.	IS 10325 : 89	
21. 6047561	940701	Tamil Nadu Mech. Engineering Industrial Co-op Society Ltd., 4-A, Ammaniammal Thottam, Tondarpet, Madras-600081.	Metal Rolling Shutters-Self Coiling type for a maximum clear area of 8M2	IS 05248 : 79	
22. 6047662	940701	The General Industrial Society Ltd., (Vizianagaram Jute Division), Vizianagaram (A.P.)-531211.	Country Jute	IS 01912 : 84	
23. 6047763	940701	Ravi Engineering Industries., 41-B, Main Road,, Opp. Corporation School, K.R. Puram Coimbatore-641006.	Single Phase small AC Electric Motors	IS 00996 : 79	
24. 6047864	940701	S.A. IVY Pumps Pvt. Limited., 1297, Mettupalayam Road., Coimbatore-641043	Submersible Pumpsets	IS 08034 : 89	
25. 6047965	940701	Sreeram Engineers, 49, Dhanalakshmpuram, Singanallur Coimbatore-641005.	Submersible Pumpsets	IS 08034 : 89	

1	2	3	4	5	6
26. 6048058	940701	Chitra Electricals 134/1-A, Trichy Road Kannampalayam (Via) Sulur Coimbatore-641402	Motors for Submersible Pumpsets	IS 09283 : 79	
27. 6048159	940701	Rotaro 1784 Thadagam Road Velandipalayam Coimbatore-641025	Three Phase Induction Motors	IS 00325 : 78	
28. 6048260	940716	The Diamond Engg. Co. SF No. 585/1 Rajaji Nagar Trichy Road, Singanallur Coimbatore-641005	Monoset Pumps	IS 09079 : 89	
29. 6048361	940716	The Diamond Engg. Co. SF 585/1, Rajaji Nagar Trichy Road, Singanallur Coimbatore-641005	Jet Pumps with single Phase Motor, CSR Type	IS 12225 : 87	
30. 6048462	940701	Karnataka Chemical Industries Corporation Ltd. A-3, A-4, III Stage Peenya Industrial Area Bangalore-560058.	Copper Sulphate, Technical	IS 00261 : 80	
31. 6048563	940701	West India Steel Co. Ltd. Wisoo Manor, Feroke, Calicut (Kerala) 673631	HSD Steel Bars Grade FE 415	IS 01786 : 85	
32. 6048664	940701	Mount Aromatics Plot No. 32 Vishnu Nagar Krishna Nagar 1st Main Road, West Tambaram Madras-600045.	Coakar Food Colours Preparations, Powder.	IS 05346 : 75	
33. 6048765	940701	West Coast Iron & Steels Thottada, Cannanore Kerala-670007	HSD Steel Bars Grade FE 415	IS 01786 : 85	
34. 6048866	940701	Finelcore Cables (P) Ltd. 427-P, Hebbal Industrial Area Off. K.R.S. Road, Mysore-570016.	PVC Insulated cables, single and Multicore	IS 00694 : 90	
35. 6048967	940701	Winfield Chemicals India Ltd. C-14, Indl. Estate, Vijayawada-520007	Chloropyriphos 20% EC	IS 08944 : 78	
36. 6049060	940701	Index Metals & Alloys Survey No. 112/1, Dommer Pochampally Medchal Taluk, Ranga Reddy District (A.P.)	Valve Fittings for newly Manufactured LPG Cylinders	IS 08737 : 78 Part : 02	
37. 6049161	940701	Chitavalasah Jute Mills Chitavalasah (A P)-531162	DW Flour Bags	IS 03984 : 67	
38. 6049262	940701	The Tamilnadu Indl. Coop. Rubberised Coir Products Ltd. 179-A, Main Road, Orathanadu Taluk, Panayakkottai Thanjavur District, Tamilnadu-614019	Rubberised Coir sheet for cushioning, Soft, Medium, Firm	IS 08391 : 87	
39. 7046294	940601	Uniplas India Ltd. Kadaiya Post, Bhimpore Nani Daman-396210	High Density Polyethylene Pipes for Portable water supplies; Sewage and Industrial Effluents.	IS 04984 : 87	

1	2	3	4	5	6
40. 7046968	940601	Maharashtra Insecticides Ltd. Pesticides Formulation Plant Plot No. C-4 MIDC Area Shivani Akola-444104	BHC, (HCH), water sipersible Powder Concentrates	IS 00562 : 78	
41. 7047667	940601	Modern Products PB No. 9075 Keshakaka Compound I.B. Patel Road, Goregaon (East) Bombay-400063.	Switch Socket Outlets (Non-Interlocking Type)	IS 04615 : 68	
42. 7048164	940601	Cabtech Industries. Sheetal Indl. Estate No. 2 Ground Floor Unit. No. 1&4 Village Navghar Vasai Road (E) Thane 401202	PVC Insulated (Havy Duty) Electric Cables : Part 1 for working Voltage upto and including 1100 V	IS 01554 : 88 Part : 01	
43. 7048366	940601	Rainbow Cable Industries Kahirpuraa Near Naroda Nagrik Con. Store Opp. Water Tank, Naroda Gam, Ahmedabad-382345.	PVC Insulated Cables for working Voltages upto and Including 1100 V	IS 00694 : 90	
44. 7048568	940601	Gajambuja Cement Survey No. 39 & 40 Adjacent to Magdalla Shipyard Magdalla Port Road, Vill. Gavier, Taluk Chorasi Surat District	53 Grade OPC	IS 12269 : 87	
45. 7048669	940701	Jain Plastics & Chemicals Limited Jain Industrial Complex Jain Pipe Nagar Jalgaon-425001	Unplasticized PVC screen and casing Pipes for Bore/Tubewell.	IS 12818 : 92	
46. 7048770	940701	Pest Control (India) Pvt. Ltd. A-6-10-11 Mira Indl. Estate MIDC Area MIRA, Thane-401104	Malathion Emulsifiable Concentrates	IS 02567 : 78	
47. 7048871	940701	Modern Cable Company. 38 Pravasai Industrial Estate Off. Aarey Road Goregaon (East) Bombay-400063.	PVC Insulated (Heavy Duty) Electric Cables : Part I for wor king Voltage upto and including 1100 V	IS 01554 : 88 Part : 01	
48. 7048972	940701	Gajambuja Cement Survey No. 39 & 40 Adjacent to Magdalla Shipyard Magdalla Port Road Vill : Gavier, Taluk Chorasi Surat District.	33 Grade OPC	IS 00269 : 89	
49. 7049065	940716	Mahakali Cement Works Village Lasundra Taluka Savli Vadodara District	33 Grade OPC	IS 00269 : 89	
50. 7049166	940701	Gajambuja Cement Survey No. 39 & 40 Adjacent to Magdalla Shipyard Magdalla Port Road, Village : Gavier, Taluk Chorasi Surat District	43 Grade OPC	IS 08112 : 89	

1	2	3	4	5	6
51.	7049267	940716	Ajmera Cements Pvt. Ltd. Village Bhanduri Junagadh Veraval Road Junagarh-362248	43 Grade OPC	IS 08112 : 89
52.	7049368	940701	Kalki Industries Kalki Estate I.D. Patel Road Goregaon (E) Bombay-400063	Switch Socket Outlets (Non-Interlocking Type)	IS 04615 : 68
53.	7049469	940701	Precision Plastics Industries (Unit 2) Plot No. 97 Shreenath Indl. Estate Village : Savroli Taluka : Talasari Thane District.	Conduits for Electrical Installations : Part 3 Rigid Plain conduits of insulating Materials	IS 09537 : 83 Part : 03
54.	7049570	940701	Maharashtra Insecticides Ltd. Pesticides Formulation Plant Plot No. C-4 MIDC Area Shivani Akola-444104	Cypermethrin EC	IS 12016 : 87
55.	7049671	940701	Gayatri Pestichem 84/4 GIDC, Vatva Ahmedabad-382445	Cypermethrin EC	IS 12016 : 87
56.	7049772	940701	Lightcraft Corporation 68-II, MIDC Street No. 13 Andheri (E), Bombay-400093	Conduits for Electrical Installations : Part 3 rigid Plain conduits of insulating Materials	IS 09537 : 83 Part : 03
57.	7049873	940701	Delite Tin Industries 1/16, Mittal Industrial Estate Andheri-Kurla Road, Bombay-400059.	Square Tins-15 KG for Ghee, Vanspati Edible Oils and Bakery's Hortenings	IS 10325 : 89
58.	7049974	940701	Supreme Industries Ltd. D-101, MIDC Area, Jalgaon-425003.		IS 10124 : 82 Part : 02
59.	7050050	940701	Mayfair Polymers Pvt. Ltd. Mayfair Compound National Highway No. 8 Himmatnagar-383001	Unplasticised PV C Pipes for portable water supplies	IS 04985 : 88
60.	7050151	940701	Dharam Industries A/11-9, Old Nutan School Bhandran Nagar S.V. Road, Malad (W), Bombay-400064	Switches for Domestic and Similar purposes	IS 03854 : 88
61.	7050252	940701	Dharam Industries A/11-9, Old Nutan School Bhandran Nagar S.V. Road, Malad (W), Bombay-400064	Three-Pin Plugs and Socket Outlets	IS 01293 : 88
62.	7050353	940701	Pionter Industries 25, Shramjivi Udhog Bhavan Moti Udhog Nagar Ramchandra Lane (Extn.) Malad (W), Bombay-400064	Ceiling Roses	IS 00371 : 79

1	2	3	4	5	6
63.	7050454	940701	Air Carrying Corporation (I) Pvt. Ltd. D-1/1/1, MIDC, Murbad Thane,	High Strength Deformed steel Bars and wires for concrete reinforcement	IS 01786 : 85
64.	7050555	940701	Jain Irrigation Systems Ltd. Jain Fields, N.H. No. 6 P.O. Box 72, Bambhori, Taluk : Erandol Jalgaon Dist.	Emitters	IS 13487 : 92
65.	7050656	940701	Parsana Electricals Mavdi Road, Mavdi Plot, Rajkot-360006		IS : 06595 : 93 Part : 01
66.	7050757	940701	Z inco Chemical Industries A2, 22/2, 23, GIDC Estate Kalol, Mehsana District (N. Gujarat) 382725	Copper Sulphate	IS 00261 : 82
67.	7050858	940701	Laxmi Hydraulics Pvt. Ltd. 129, 130 Indl. Estate Patil Nagar Hotgi Road, Patil Nagar, Sholapur-413003	Technical Requirements for Jet Centrifugal Pump Combination	IS 12225 : 87
68.	7050959	940701	All India Medical Corpn. Simpoli Road Borivili (West) Bombay-400092.	Chlorpyrifos Emulsifiable Concentrates	IS 08944 : 78
69.	7051052	940701	Dhakad Metals Pvt. Limited Bharat Industrial Estate, Bhimpore Nani Daman, Daman-396210	Zinc Sulphate, Agricultural Grade	IS 08249 : 76
70.	7051153	940701	Ratnagiri Building Products Pvt. Ltd. B-15, MIDC Mirjole Ratnagiri-415639	43 Grade OPC	IS 08112 : 89
71.	7051254	940701	Siddharth PVC Pipes Pvt. Ltd. 77/2, Kolki, Phathak Taluk, Satara District.	Unplasticised PVC Pipes for Portable water Supplies.	IS 04985 : 88
72.	7051355	940701	Alcon Cement Co. Pvt. Ltd. Surla, Bicholim Goa.	43 Grade OPC	IS 08112 : 89
73.	8057069	940601	Taruna Metal (P) Ltd. A-11, Jhilmil Indl. Area G.T. Road, Shahdara, Delhi-110095.	PVC Insulated winding wires for Submersible Motors	IS 08783 : 78
74.	8057170	940601	Technoplast Industries Vill. Nandukhedi Korgala Road, Khandwa (M.P.)	HDPE Pipes for Potable water Supplies	IS 04984 : 87
75.	8057271	940601	Pipe Fix Industries E-28/29, Kavi Nagar Indl. Area Ghaziabad (U.P.)	Malleable Cast Iron Pipe Fittings	IS 01879 : 87
76.	8057372	940601	Ratlam Electro Magnetic Pvt. Ltd. 9-A, Industrial Estate Ratlam-475001	Enamelled round winding wires for elevated temperature Type I covering upto and including 1600 MM overall Diameter	IS 04809 : 68 Part : 05,
77.	8057473	940601	Usha Lamps (P) Ltd. 1-8, Industrial Area, Sikandrabad, Bulandshar (U.O.)	Tungston Filament Gl's Lamps	IS 00418:78
78.	8057574	940601	Nokha Cement (P) Ltd. Village—Bikasar, SP-1(C) RIICO Industrial Area, Nokha Bikaner.	33 Grade OPC	IS 00269 : 89

1	2	3	4	5	6
79.	8057675	940601	Bangal Sahakari Dugdh Utpadak Sangh Ltd. Bangal Road, Partapur, Meerut (U.P.) 250103	Skim Milk Powder	IS 13334 : 92 Part : 02
80.	8057776	940601	Somanil Chemicals H-21, 23, Road No. 1 Begrajpur Industrial Area Muzaffarnagar (U.P.)	Quinalphos Emulsifiable Concentrate EC 25%	IS 08028 : 87
81.	8057877	940601	Somanil Chemicals H-21, 23, Road No. 1 Begrajpur Industrial Area Muzaffarnagar (U.P.)	Endosulphan EC 35%	IS 04323 : 80
82.	8057978	940601	Somanil Chemicals H-21, 23, Road, No. 1 Begrajpur Industrial Area Muzaffarnagar (U.P.)	Malathin EC 52%	IS 02567 : 78
83.	8058071	940601	H.M. Conductors & Engineers Pvt. Ltd. Plot No. D-82, Road No. 7, V.K.I. Area Jaipur.	Alum. Conductors for overhead Transmission	IS 00398 : 76 Part : 01
84.	8058172	940601	Insecta Pesticides 7.4 K.M. Jansath Road, Muzaffarnagar (U.P.)	Phosphamidos Water Soluble Concentrates	IS 06177 : 81
85.	8058273	940601	Atul Pesticides (Pvt.) Ltd. H C-9 Industrial Area Sikandrabad (U.P.)	Monocrotophos SL	IS 08074 : 90
86.	8058374	940701	Vishnu Industries H-98-100 Industrial Area Neem Ka Thana Distt. Sikar	33 Grade OPC	IS 00269 : 89
87.	8058475	940701	Raj Cement Inds. Plot No. F-269 Hird Phax. RIICO Indl. Area Bhilwara	33 Grade OPC	IS 00269 : 89
88.	8058576	940701	Janshakti Cements Ltd. F-14/15, RIICO Indl. Area Neem Ka Thana Distt. Sikar	33 Grade OPC	IS 00269 : 89
89.	8058677	940701	Chetna Polytex Pvt. Ltd. A-105, Bhiwadi Indl. Area Bhiwadi, Distt. Alwar	Pressure Sensitive Adhesive Tapes for Electrical purposes : Plasticised Polyvinylchloride Tapes with Non Thermosetting Adhesive	IS 07098 : 86 Part : 03
90.	8058778	940701	A.V.R. Cables Khasra No. 11/6/1 Munka Marg Magri Vill. Post Karala Delhi-110081	PVC Insulated and Sheathed (Heavy Duty) Etc.	IS 01554:88 Part : 02
91.	8058879	940701	Sarvotam Cement (P) Ltd. Vill. Charkara, Nokha, Bikaner-334802	33 Grade OPC	IS 00269 : 89
92.	8058980	940701	Cosmos Electrodes Pvt. Ltd. Plot No. 593, Sector C Bagdoon, Pithampur, Distt. Dhar (M.P.)	Manual Metal ARC welding of carbon and carbon Manganese Steel	IS 00814 : 91

1	2	3	4	5	6
93.	8059073	940701	Modi Cement Ltd. Modigrani (Rawan) Distt. Raipur (M.P.) 493331	53 Grade OPC	IS 12269 : 87
94.	8059174	940701	Jyoti Cements (P) Ltd. E-68, B-70 RICO Industrial Area, Behrai Distt. Alwar-301701	33 Grade OPC	IS 00269 : 89
95.	8059275	940701	Spectrum Cement Private Ltd. G-28 to 35 RICO Industrial Area, Ratungarh Distt. Churu (Rajasthan)	33 Grade OPC	IS 00269 : 89
96.	8059376	940701	Man Mohan Plastics (P) Ltd. 9th K.M. Bhopa Road, Muzaffarnagar (U.P.)	Unplasticized PVC Pipes for water supplies.	IS 04985 : 88
97.	8059477	940701	Somanil Chemicals H-21, 23, Road, No. 1 Bagrajpur Indl. Area Muzaffar Nagar (U.P.)	Anilophos EC 30%	IS 13403 : 92
98.	8059578	940701	Modern Industries J-9 Udyog Nagar Rohtak Road, New Delhi-110041	Portable Fire Extinguisher, Water (Soda Acid)	IS 00934 : 89
99.	8509679	940701	S.B. Pumps Industries 30, Industrial Area, Richhai, Jabalpur-482009	Submersible pumpsets of Model SB6/24 : 8 Stages, 2800 RPM	IS 08034 : 89
100.	8059780	940701	Indore Dugdha Sangh Sahakari Maryadit Chanda Talewali, A.B. Road, Manglia, Indore-453771	Skim Milk Powder	IS 13334 : 92 Part : 02
101.	8059881	940701	Khemka Associates SP 818(A), Road No. 14, V.K.I. Area, Jaipur-13	33 Grade OPC	IS 00269 : 89
102.	8059982	940701	Gajwa Cement Pvt. Ltd. Jaipur (Manawar) Distt. Dhar (M.P.)	43 Grade OPC	IS 08112 : 89
103.	8060058	940701	Alankar Cables Industries Khasra No. 291, Gali No. 2 Shalimar Indl. Area Delhi-110052.	PVC Insulated Cables for working Voltages upto and including 1100 V	IS 00694 : 90
104.	8060159	940701	Ary Kay Lamps (India) F-77 Sudershan Park New Delhi-110015	Tungsten Filament General Service Electric Lamps	IS 00418 : 78
105.	8060260	940701	Pesticides India Ltd. Udaisagar Road, Udaipur-313001	Thiobancar 50% EC	IS 12769 : 89
106.	8060361	940701	Gupta Refractories (Foundry Division) 11, Maharajpura Indl. Area, Gwalior-474005	Salt Glazed Stoneware Pipes	IS 00651 : 92
107.	9056577	940701	Tempeon India Plot No. 198* Sector 24 Faridabad.	Electric water heater	IS 02082 : 85
108.	9056678	940701	Arcee Ispat Udyog Limited 7th KM, Barwala Road Talwandi Rana, Hissar-125001	ERW Mild steel tubes 15MM to 80 MM	IS 01239 : 90 Part : 02
109.	9056779	940701	Arcee Ispat Udyog Limited 7th KM, Barwala Road Talwandi Rana, Hissar-125001	ERW Steel Tubes (Stru. Purposes)	IS 01161 : 79

1	2	3	4	5	6
110.	9056880	940701	Krishna Carbon Paper Co. L.R.P. Road, Lakhimpur Kheri-262701	Carbon Paper (Hand writing)	IS 03450 : 76
111.	9056981	940701	V.K. Metal Works 112, Globe Colony, Indl. Area, Jalandhar City.	Gate, Globe & Check valves	IS 00778 : 84
112.	9057074	940701	Kashi Vishwanath Steels Limited Narain Nagar Bazpur Road, Kashipur.	Hisds Bars	IS 01786 : 85
113.	9057175	940701	Krishna Carbon Paper Co. Lakhimpur Kheri.-262701	Carbon Paper (Typewriting)	IS 01551 : 91
114.	9057276	940701	The United Lime & Paints Chemicals (PCIS Ltd.) Near Gobind Nagar Outside Kalandri Gate Karnal-132001	Paint Cement	IS 05410 : 69
115.	9057377	940701	Shakti Insecticides M.I.E. Plot No. 2 Indl. Area Bahadurgarh.	Pest-Endosulfan 35% EC	IS 04323 : 80
116.	9057478	940701	Uttaranchal Lamps (P) Ltd. C-15/16, Industrial Estate Distt. Nainital Kashipur.	GLS Lamps	IS 00418 : 78
117.	9057579	940701	Swastika Electricals Plot No. 17-20 Block- A. Dabuar Nawada Road. Dabua Colony, Faridabad-121601	Electric Water Heater	IS 02082 : 85
118.	9057680	940701	Punjab Pesticides Indl. Coop. Society Ltd. Vill. Khanpur Tehsil: Kharar Distt. Ropar, Khanpur.	Pest-Endosulfan 35% EC	IS 04323 : 80
119.	9057781	940701	Rawalwasia Ispat Udyog Limited 11th KM Stone Delhi Road Hissar-125044	ERW Mild Steel Tubes	IS 01239 : 90 Part : 01
120.	9057882	940701	Nidhi Pipes Ltd. Vill. Bhankharpur Opp. Lalpoint Distt. Patiala Derabassi.	Steel Tubes	IS 01161 : 70
121.	9057983	940701	Shiva Industries Plot No. 99, Sector 25, Ballabgarh.	Domestic Gas Stoves	IS 04246 : 92
122.	9058076	940701	Shakti Insecticides M.F.I. Plot No. 2 Indl. Area Bahadurgarh	Pest-Methyl Parathion 50% EC	IS 02865 : 78
123.	9058177	940701	Shakti Insecticides M.I.E. Plot No. 2 Indl. Area, Bahadurgarh.	Pest-Monocrotophos 36% SL	IS 03074 : 90
124.	9058278	940701	Chandigarh Chemicals Jamalpur Road. Distt. Hisar Tohana-126119	Zinc Surphate	IS 08249 : 76
125.	9058379	940701	Thakar Chemicals 38/5, K.M. Stone Jakhoda, Bahadurgarh.	Pest-BHC 10% DP	IS 00561 : 78
126.	9058480	940701	Thakar Chemicals 38/5, KM Stone Jakhoda, Bahadurgarh.	Pest-Qunilaphos 25% EC	IS 08028 : 87
127.	9058581	940701	Thakar Chemicals 38/5, KM Stone, Jakhoda. Bahadurgarh.	Pest-Carbendazim WP 50%	IS 08446 : 91

1	2	3	4	5	6
128.	9058682	940701	Petrole Services (India) Pvt. Ltd. 58-59, Udyog Vihar, Phase-5, Gurgaon-122016	Flame Proof Enclosures	IS 02148 : 81
129.	9058783	940701	Paradise Paints. Pvt. Ltd. 635, Naudastu Kalan Opp. Neda Office, Chinhat Deva Road, Lucknow-227105	RMP Brushing, Bituminous	IS 00158 : 81
130.	9058884	940701	Poly Pack Industries 194, Udyog Vihar Gurgaon-122006	PVC Conduits	IS 02537 : 83 Part : 03
131.	9058985	940701	Nutan Valves (India) Plot No. D-1, Indl. Focal Point G.T. Road, Bye Pass, Jalandhar	Gate, Globe & Check Valves	IS 00778 : 84
132.	9059078	940701	Raj Moulding & Foundry Works Mad Sudan Jalandhar City-144002	Gate, Globe & Check Valves	IS 00778 : 84
133.	9050179	940701	R.K. Valves (India) 9 Globe Colony, Indl. Area, Jalandhar-144004	Gate, Globe & Check Valves	IS 00778 : 84
134.	9059280	940701	Sukhjit Industries Vill : Chatiwing PO Galwali Vill. Tarn Taran Road, Amritsar.	Cattle Feed	IS 02052 : 79
135.	9059381	940701	J.M. Metal & Industries Sodal Saipur Road, Near Kali Mata Mandir Jalandhar	Gate, Globe & Check Valves	IS 00778 : 84

[No CMD/13:II]

S.K. KARMAKAR, Addl. Director General

मानव संसाधन विकास मंत्रालय

(महिला एवं बाल विकास विभाग)

पूर्व विन्यास अधिनियम, 1890 (1890 का 6) के मामले में

राष्ट्रीय बाल कोष, नई दिल्ली के मामले में

नई दिल्ली, 5 जून, 1995

क्र. आ. 1732.—पूर्व विन्यास अधिनियम, 1890 (1890 का 6) की धारा 10 के अनुसरण में केन्द्रीय सरकार एतद्वारा आदेश देती है कि भारत के लिए पूर्व विन्यास के खजांची भूतपूर्व वित्त मंत्रालय आर्थिक कार्य विभाग, नार्थ ब्लॉक ए, नई दिल्ली में निहित तथा सचिव खजांची (राष्ट्रीय बाल कोष (के नामे जाम 10,00,000/-) दस लाख रुपये केवल मात्र) नीचे दिए गए व्यौरे अनुसार के अंकित मूल्य को निम्नलिखित प्रतिभूतियों संघों प्र तिदिन आय को सचिव 1362 GI/95.—5.

खजांची (राष्ट्रीय बाल कोष) के नामे अंतरित कर दिया जाए।

प्रतिभूतियों का विवरण अंकित मूल्य जिस तिथि को देय है
 पंचवर्षीय डाकखाना 10,00,000/- 22-5-95
 आवधिक जमा योजना

[संख्या 13-6/95 टी. आर]
रतन चन्द, अवसर सचिव

MINISTRY OF HUMAN RESOURCE

DEVELOPMENT

(Department of Women & Child Development)
 IN THE MATTER OF THE CHARITABLE
 ENDOWMENTS ACT, 1890
 (6 of 1890)

IN THE MATTER OF THE NATIONAL
 CHILDREN'S FUND, NEW DELHI

New Delhi, the 5th June, 1995

S.O. 1732.—In pursuance of Section 10 of the Charitable Endowments Act 1890 (6 of 1890), the Central

Government do hereby order that the redemption proceeds in respect of the following securities of the face value of Rs. 10,00,000 (Rupees Ten lakh only) as per details given below, held in the name of Secretary-Treasure (NCF) and vested in the Treasurer of Charitable Endowments for India erstwhile Ministry of Finance, Department of Economic Affairs, North

Block, New Delhi be transferred to the Secretary-Treasurer (NCF).

Description of Securities	Face Value	Maturing on
Five Years Post Office Time Deposit Scheme	Rs. 10,00,000/-	22-05-1995

[F. No. 13-6/95-TR]
RATTAN CHAND, Under Secy.

कोयला मंत्रालय

नई दिल्ली, 7 जून, 1995

का. आ. 1733.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 4 की उपधारा (1) के अधीन भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii), तारीख 4 सितम्बर, 1993 में प्रकाशित भारत सरकार के कोयला मंत्रालय की अधिसूचना सं. का. आ. 2587 तारीख 10 नवम्बर, 1993 द्वारा उस अधिसूचना से उपाबद्ध अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 580.00 हेक्टर (लगभग) या 1433.18 एकड़ (लगभग) है, कोयले का पूर्वोक्षण करने के अपने आशय की सूचना दी थी ;

और केन्द्रीय सरकार का यह समाधान हो गया है कि उक्त भूमि के भाग में कोयला अभिप्राप्य है ।

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उससे संलग्न अनुसूची में वर्णित 378.01 हेक्टर (लगभग) या 934.10 एकड़ (लगभग) माप की भूमि में खनिज के खनन, खदान बोर करने, उनकी खुदाई करने और तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकारों का अर्जन करने के अपने आशय की सूचना देती है ।

टिप्पण 1:—इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. सी. आई. (ई)/iii/एफ. आर./561—0994, तारीख 12 सितम्बर, 1994 का निरीक्षण कलकत्ता, नागपुर (महाराष्ट्र) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट कलकत्ता पिन-700 001 के कार्यालय में या वेस्टर्न कोलफील्ड्स लि. (राजस्व अनुभाग) कोल इस्टेट, सिविल लाइन्स, नागपुर-440 001 (महाराष्ट्र) के कार्यालय में किया जा सकता है ।

टिप्पण 2:—पूर्वोक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिनमें निम्नलिखित उपबंध हैं:—

“8. अर्जन की बाबत आपत्तियां—

(1) कोई व्यक्ति जो किसी भूमि में, जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा ।

स्पष्टीकरण—इस धारा के अर्थात्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करनी चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए ।

(2) उपधारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जांच यदि कोई हो, करने के पश्चात् जो वह आवश्यक समझता है वह या तो धारा 7 की उपधारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्रवाई के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा” ।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा जो प्रतिकर में हित का दावा करने का हकदार होता यदि भूमि या किसी ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं ।

टिप्पण 3:—केन्द्रीय सरकार ने कोयला नियंत्रक 1, काउंसिल हाउस स्ट्रीट, कलकत्ता को अधिनियम के अधीन सक्षम प्राधिकारी नियुक्त किया है ।

अनुसूची

सावनेर खान सं. 1 बिस्तार खंड

नागपुर क्षेत्र

जिला नागपुर (महाराष्ट्र)

[रेखांक सं. सो.आई. (ई)/III/एफ.आर./561--0994 तारीख 12 सितम्बर 1994]

खसत अधिकार

क्र. सं.	ग्राम का नाम	पटवारी सफिल सं.	तहसील	जिला	हेक्टर में क्षेत्र	टिप्पणियां
1.	आंगेवाड़ा	35	सावनेर	नागपुर	10.65	भाग
2.	पटकाखेड़ी	33	सावनेर	नागपुर	227.09	भाग
3.	कोटोडी	30	सावनेर	नागपुर	140.27	भाग
कुल क्षेत्र :					378.09 हेक्टर (लगभग) या 934.10 एकड़ (लगभग)	

ग्राम आंगेवाड़ा में अर्जित किए जाने वाले प्लॉट संख्यांक :

38 से 40 41/1--41/2/41/3--41/4, 42 से 44 45/1--45/2--45/3--45/4--45/5--45/6--45/7--45/8--45/9--45/10 52 भाग

ग्राम पटकाखेड़ी में अर्जित किए जाने वाले प्लॉट संख्यांक :

121 से 129 130/1--130/2, 131 से 137 138/1--138/2, 139 से 143 144/1--144/2 145 से 164 165/1 165/2 166 से 172 173/1--173/2 174 से 188 189/1--189/2--189/3 190 191/1--191/2 192 से 198 199/1--199/2--199/3 200 से 204 205/1--205/2, 206क--206ख, 207, 208, 209/1--209/2, 210, 211, 212/1--212/2, 213 से 219 सड़क।

ग्राम कोटोडी में अर्जित किए जाने वाले प्लॉट संख्यांक :

1,8 से 11, 12/1--12/2, 13 से 35 36/1--36/2, 37 से 40, 106 से 118, 119/1--119/2, 120 से 142, 256 से 260 265, 266 सड़क भाग नाला भाग।

सीमा वर्णन :

क--ख

रेखा बिन्दु "क" से प्रारंभ होती है और प्लॉट संख्यांक 42, 41/1--41/2--41/3--41/4, 40, 39, 38, 41/1--41/2--41/3--41/4 की बाहरी सीमा के साथ-साथ ग्राम आंगेवाड़ा से हो कर जाती है और ग्राम आंगेवाड़ा तथा पटकाखेड़ी की सम्मिलित ग्राम सीमा के साथ-साथ आगे बढ़ती है, फिर प्लॉट संख्यांक 171, 219, 217, 216, 215 की बाहरी सीमा के साथ-साथ ग्राम पटकाखेड़ी से होकर जाती है और बिन्दु "ख" पर मिलती है।

ख--ग

रेखा प्लॉट संख्यांक 215, 214, 213, 212/1--212/2, 211, 210, 205/1--205/2, 204, 203, 202, 197, 196, 195, 194 की बाहरी सीमा के साथ-साथ ग्राम पटकाखेड़ी से होकर जाती है, सड़क को पार करती है, फिर सड़क की उत्तरी सीमा के साथ-साथ आगे बढ़ती है और ग्राम पटकाखेड़ी तथा कोटोडी, पांडाराखेड़ी तथा कोटोडी की सम्मिलित ग्राम सीमा के साथ-साथ जाती है और बिन्दु "ग" पर मिलती है।

ग—घ	रेखा प्लॉट संख्यांक 140, 141, 142, 136, 1 की बाहरी सीमा के साथ-साथ ग्राम कोटोडी से होकर जाती है, फिर नाले के पूर्वी किनारे के साथ-साथ जाती है, नाले को पार करती है और ग्राम कोटोडी और धरेन्द्रगांव की सम्मिलित ग्राम सीमा के साथ-साथ जाती है तथा बिन्दु "घ" पर मिलती है।
घ—ङ	रेखा नाले की बाहरी सीमा (पश्चिमी और दक्षिणी किनारा) के साथ-साथ ग्राम कोटोडी से होकर जाती है, फिर ग्राम काटोडी और अदासा, पटकाखेड़ी और अदासा की सम्मिलित ग्राम सीमा के साथ-साथ आगे बढ़ती है तथा बिन्दु "ङ" पर मिलती है।
ङ—क	रेखा ग्राम पटकाखेड़ी और बोरागांव की सम्मिलित ग्राम सीमा के साथ-साथ जाती है, फिर प्लॉट संख्यांक 52 में प्लॉट संख्यांक 45/1—45/2—45/3—45/4—45/5—45/6—45/7—45/8—45/9—45/10 की बाहरी सीमा के साथ-साथ ग्राम आंगेवाड़ा से होकर आगे बढ़ती है, फिर प्लॉट संख्यांक 43, 42 की बाहरी सीमा के साथ-साथ जाती है और आरंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/6/92-एल. एस. डब्लू.]

नरेन्द्र भगत, निदेशक

MINISTRY OF COAL

New Delhi, the 7th June, 1995

S.O.1733:— Whereas by the notification of the Government of India in the Ministry of Coal No. S.O. 2587 dated the 10th November, 1993, published in the Gazette of India, Part-II, Section-3, sub-section (ii) dated the 4th the 4th December, 1993 under sub-section (1) of Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) the Central Government gave notice of its intention to prospect for coal in 580.00 hectares (approximately) or 1433.18 acres (approximately) of the lands in the locality specified in the Schedule annexed to that notification ;

And whereas the Central Government is satisfied that coal is obtainable in a part of said lands ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the rights to mine, quarry, bore, dig and search for win, work and carry away minerals in the lands measuring 378.01 hectare (approximately) or 934.10 acres (approximately) described in the Schedule appended hereto;

Note 1 :—The plan, bearing No. C-I (E) III/FR/561-0994 dated the 12th September, 1994 of the area covered by this notification may be inspected in the Office of the Collector, Nagpur (Maharashtra or in the Coal Controller, 1, Council House Street, Calcutta (PIN 700001) or in the office of the Western Coalfields Limited (Revenue Section), Coal Estate, Civil Lines, Nagpur-440001 (Maharashtra).

Note 2. Attention is hereby invited to the provisions section 8 of the aforesaid Act, which provides as follows :

"8. Objections to Acquisition :

(1) Any person interested in any land in respect of which a notification under section 7 has been issued may within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation :— It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further enquiry, if any, as he thinks necessary, will make a report in respect of the land which has been notified under sub-section (1) of Section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purpose of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation of the land or any rights in or over such lands were acquired under this Act."

Note 3 — The Coal Controller, 1, Council House Street, Calcutta has been appointed by the Central Government as the competent authority under the Act.

SCHEDULE

SAONER MINE NO. 1 EXTENSION BLOCK

NAGPUR AREA

DISTRICT NAGPUR (MAHARASHTRA)

[Plan No. C-I(E) III/FR/561-0994 dated the 12th September, 1994]

Mining Rights

Serial number	Name of village	Patwari circle number	Tahsil	District	Area in hectares	Remarks
1.	Angewada	33	Saoner	Nagpur	10.65	Part
2.	Patkakhedi	33	Saoner	Nagpur	227.09	Part
3.	Kotodi	30	Saoner	Nagpur	140.27	Part
Total area :					378.01 hectares (approximately)	
					or	
					934.10 acres (approximately)	

Plot numbers to be acquired in village Angewada : 38 to 40, 41/1-41/2-41/3-41/4, 42 to 44, 45/1-45/2-45/3-45/4-45/5-45/6-45/7-45/8-45/9-45/10, 52 part.

Plot numbers to be acquired in village Patkakhedi :

121 to 129, 130/1-30/2, 131 to 137, 138/1-138/2, 139 to 143, 144/1-144/2, 145 to 164, 165/1-165/2, 166 to 172, 173/1-173/2, 174 to 188, 189/1-189/2-189/3, 190, 191/1-191/2, 192 to 198, 199/1-199/2-199/3, 200 to 204, 205/1-205/2, 206A-206B, 207, 208, 209/1-209/2, 210, 211, 212, 212/2, 213 to 219, Road Part, Nalla Part.

Plot numbers to be acquired in village Kotodi :

1, 8 to 11, 12/1-12/2, 13 to 35, 36/1-36/2, 37 to 40, 106 to 118, 119/1-119/2, 120 to 142, 256 to 260, 265, 266, Road Part, Nalla Part.

Boundary description :

- A—B : Line starts from point 'A' and passes through village Angewada along the outer boundary of plot numbers 42, 41/1-41/2-41/3-41/4, 40, 39, 38, 41/1-41/2-41/3-41/4 and proceeds along the common village boundary of villages Angewada and Patkakhedi, then passes through village Patkakhedi, along the outer boundary of plot numbers 171, 219, 217, 216, 215 and meets at point 'B'.
- B—C : Line passes through village Patkakhedi along the outer boundary of plot numbers 215, 214, 213, 212/1-212/2, 211, 210, 205/1-205/2, 204, 203, 202, 197, 196, 195, 194, crosses road, then proceeds along the common village boundary of villages Patkakhedi and Kotodi, Pandharakbedi and Kotodi and meets at point 'C'.
- C—D : Line passes through village Kotodi along the outer boundary of plot numbers 140, 141, 142, 136, 1, then passes along the eastern bank of nalla crosses nalla and passes along the common village boundary of villages Kotodi and Yerandgaon and meets at point 'D'.
- D—E : Line passes through village Kotodi along the outer boundary (Western and Southern bank) of nalla, then proceeds along the common village boundary of villages Kotodi and Adara, Patkakhedi and Adasa and meets at point 'E'.
- E—A : Line passes along the common village boundary of villages Patkakhedi and Borgaon, then proceeds through village Angewada along the outer boundary of plot number 45/1-45/2-45/3-45/4-45/5-45/6-45/7-45/8-45/9-45/10, in plot number 52, then passes along the outer boundary of plot numbers 43, 42 and meets at starting point 'A'.

[No. 43015/6/92-LSW

N. BHAGAT, Director

कोयला मंत्रालय

नई दिल्ली, 8 जून, 1995

का. आ. 1734—केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है ;

अतः अब केन्द्रीय सरकार कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम 1957 (1957 का 20) की (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) धारा 4 की उपधारा (i) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है ;

इस अधिसूचना के अंतर्गत आने वाले क्षेत्र के रेखांक सं. एस. ई. सी. एल./बी. एस. पी. /जी. एम. (पी. एल. जी.) सैंड/144, तारीख 13 फरवरी, 1995 का निरीक्षण कलकटर, शहडोल (मध्य प्रदेश) के कार्यालय में या कोयला निर्यातक, 1, काउंसिल हाउस स्ट्रीट, कलकत्ता 700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लि. (राजस्व अनुभाग) सीपत रोड, बिलासपुर 495001 (मध्य प्रदेश) के कार्यालय में किया जा सकता है।

इस अधिसूचना के अंतर्गत आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी नक्शों, चार्टों और अन्य दस्तावेजों को, इस अधिसूचना के प्रकाशन की तारीख से नब्बे दिन के भीतर भारसाधक अधिकारी/विभागाध्यक्ष (राजस्व), साउथ ईस्टर्न कोलफील्ड्स लि., सीपत रोड, बिलासपुर 495001 (मध्य प्रदेश) को भेजेंगे।

अनुसूची

कंचन ब्लॉक

जोहिला कोलफील्ड

जिला शहडोल (मध्य प्रदेश)

(रेखांक सं. एस. ई. सी. एल. /बी. एस. पी. /जी. एम. / (पी. एल. जी.) /सैंड / 144 तारीख 13 फरवरी, 1995 (पूर्वेक्षण के लिए अधिसूचित भूमि को दणति हुए)

क्रम संख्या	ग्राम	सामान्य संख्यांक	तहसील	जिला	क्षेत्र हेक्टर में	टिप्पणियां
1.	लहंगी कोठार	658	बांधवगढ़	शहडोल	351.918	भाग
2.	करनपुरा	85	बांधवगढ़	शहडोल	08.960	भाग
3.	छुईहाई	246	बांधवगढ़	शहडोल	135.680	भाग
4.	नौसेमेर	380	बांधवगढ़	शहडोल	135.168	भाग
5.	धुलधुली	201	बांधवगढ़	शहडोल	054.049	संपूर्ण
6.	धनबाही	351	बांधवगढ़	शहडोल	257.807	संपूर्ण

योग : 943.582 हेक्टर

(लगभग)

या

2331.59 एकड़ (लगभग)

सीमा वर्णन

- क-ख रेखा ग्राम देवडंडी, डागडोआ लहंगी कोठार के त्रिजंक्शन बिन्दु पर बिन्दु "क" से प्रारम्भ होती है और ग्राम लहंगी कोठार करनपुरा की पूर्वी सीमा के साथ-साथ जाती है और बिन्दु "ख" पर मिलती है।
- ख-ग रेखा ग्राम करनपुरा, लहंगी कोठार, छुईहाई नौसेमेर, से होकर जाती है और बिन्दु "ग" पर मिलती है।
- ग-घ रेखा ग्राम नौसेमेर, धुलधुली की पश्चिमी सीमा के साथ-साथ जाती है और बिन्दु "घ" पर मिलती है।
- घ-क रेखा ग्राम धुलधुली, धनबाही, लहंगी कोठार की उत्तरी सीमा के साथ-साथ जाती है जो गोछट नाला से होकर भी जाती है और प्रारंभिक बिन्दु "क" पर मिलती है।

[फा. सं. 43015/5/95 एल-एसडब्ल्यू]

नरेन्द्र भगत, निदेशक

New Delhi, the 8th June, 1995

S.O. 1734.—Whereas it appears to the Central Government that coal is likely to be obtained from the land mentioned in the Schedule hereto annexed.

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act) the Central Government hereby gives notices of its intention to prospect for coal therein.

The plan bearing No. SECL/BSP/GM(PLG)/Land/144 dated the 13th February, 1995 of the area covered by this notification can be inspected in the Office of the Collector, Shahdol (Madhya Pradesh) or in the Office of the Coal Controller, 1, Council House Street, Calcutta-700001 or in the Office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495001 (Madhya Pradesh).

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Officer in Charge/Head of the Department (Revenue), South Eastern Coalfields Limited, Seepat Road, Bilaspur-495001 (Madhya Pradesh) within ninety days from the date of publication of this notification.

SCHEDULE
KANCHAN BLOCK
JOHILLA COALFIELD
DISTRICT SHAHDOL (MADHYA PRADESH)
(Plan No. SECL/BSP/GM(PLG)/Land/144 dated 13th February, 1995).
(Showing the land notified for prospecting)

Serial number	Village	General Number	Tahsil	Distt	Area in hectares	Remarks
1.	Lahangi Kothar	658	Bandhogarh	Shahdol	351.918	Part
2.	Karanpura	85	Bandhogarh	Shahdol	08.960	Part
3.	Chhuihai	246	Bandhogarh	Shahdol	135.680	Part
4.	Nausemar	380	Bandhogarh	Shahdol	135.168	Part
5.	Ghulghuli	201	Bandhogarh	Shahdol	054.049	Full
6.	Dhanbahi	351	Bandhogarh	Shahdol	257.807	Full
Total:					943.582 hectares (Approximately) or 2331.59 acres (approximately)	

BOUNDARY DESCRIPTION:

A—B—Line starts from point 'A' on the trijunction point of villages Deodandi Dagdowa, Lahangi Kothar and passes along the eastern boundary of villages Lahangi Kothar, Karanpura and meets at point 'B'.

B—C Line passes through villages Karanpura, Lahangi Kothar, Chhuihai, Nausemar and meets at point 'C'

C—D—Line passes along the western boundary of villages Nausemar, Ghulghuli and meets at point 'D'

D—A—Line passes along the northern boundary of villages Ghulghuli, Dhanbahi, Lahangi Kothar which is also through Gochhat Nala and meets on the starting point at 'A'

[No. 43015/5/95-LSW]
N. BHAGAT, Director

आदेश

नई दिल्ली, 9 जून, 1995

का.आ. 1735 :—कोयला धारक (क्षेत्र अर्जन और विकास) (अधिनियम 1957 (1957 का 2) की (जिसे इसमें पश्चात् उक्त अधिनियम कहा गया है) धारा 9 की उपधारा (1) के अधीन निकाली गई, भारत सरकार के कोयला मंत्रालय की अधिसूचना संख्यांक का.आ. 2127 तारीख 3 अगस्त 1989 के, भारत के राजपत्र भाग 2 खंड 3 उपखंड (ii) तारीख 9 सितम्बर, 1989 में प्रकाशित होने पर उक्त अधिसूचना से संलग्न अनुसूची में वर्णित भूमि और भूमि में या उस पर के अधिकार (जिन्हें इसमें इसके पश्चात् उक्त भूमि कहा गया है) उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन सभी बिलिंगमों में मुक्त होकर आत्यंतिक रूप से केन्द्रीय सरकार में निहित हो गए थे;

और केन्द्रीय सरकार का यह समाधान हो गया है कि सेंट्रल कोयलील्ड्स लि. रांची (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है) ऐसे निबंधनों और शर्तों का जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना उचित समझे, अनुपालन करने के लिए रजामंद है;

अतः केन्द्रीय सरकार उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह निदेश देती है कि इस प्रकार निहित उक्त भूमि और भूमि में या उस पर के अधिकार-तारीख 9 सितम्बर 1979 से केन्द्रीय सरकार में इस प्रकार निहित बने रहने की बजाए निम्नलिखित निबंधनों और शर्तों के अधीन रहते हुए, उक्त सरकारी कंपनी में निहित हो जाएंगे अर्थात् :—

- (1) उक्त सरकारी कंपनी उक्त अधिनियम के उपबंधों के अधीन अवधारित प्रतिकर ब्याज नुकसानों और वैसी ही मदों की बाबत किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;
- (2) उक्त सरकारी कंपनी द्वारा शर्त (1) के अधीन केन्द्रीय सरकार को संदेय रकमों का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा तथा ऐसे किसी अधिकरण और ऐसे अधिकरण की सहायता के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय उक्त सरकारी कंपनी वहन करेगी और इसी प्रकार इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के लिए या उनके संबंध में सभी विधिक कार्यवाहियों जैसे अपील आवि की बाबत उपगत सभी व्यय भी उक्त सरकारी कंपनी वहन करेगी;
- (3) उक्त सरकारी कंपनी केन्द्रीय सरकार या उसके पदधारियों की ऐसे किसी अन्य व्यय के संबंध में जो इस प्रकार निहित उक्त भूमि में या उस पर के अधिकारों के बारे में केन्द्रीय सरकार या उसके पदधारियों द्वारा या उनके विरुद्ध किहीं कार्यवाहियों के संबंध में आवश्यक हो, क्षतिपूर्ति करेगी;
- (4) उक्त सरकारी कंपनी को, केन्द्रीय सरकार के पूर्व अनुमोदन के बिना, उक्त भूमि किसी अन्य व्यक्ति को अंतरित करने की शक्ति नहीं होगी; और
- (5) उक्त सरकारी कंपनी, ऐसे निदेशों और शर्तों का, जो केन्द्रीय सरकार द्वारा, जब कभी आवश्यक हो, उक्त भूमि के विशिष्ट क्षेत्रों के लिए दिए जाएं या अधिरोपित की जाएं, पालन करेगी।

[फा. सं. 43015/11/86—सी.ए./एल. एस. डब्ल्यू.]

नरेन्द्र भगत, निदेशक

ORDER

New Delhi, the 9th June, 1995

S.O. 1735 Whereas on the publication of the notification of the Government of India in the then Ministry of Energy (Department of Coal) number S.O. 2127, dated the 3rd August, 1989, issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957) (hereinafter referred to as the said Act), published in the Gazette of India, Part II, Section 3, Sub-Section (ii), dated the 9th September, 1989, the lands and the rights in or over the lands described in the Schedule appended to the said notification (hereinafter referred to as the said lands) vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act,

And whereas the Central Government is satisfied that the Central Coalfields Limited, Ranchi (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the said lands and rights in or over such land so vested shall, with effect from the 9th September, 1989 instead of continuing to so vest in the Central Government vest in the Government Company, subject to the following terms and conditions, namely:—

1. The Government company shall reimburse the Central Government all payments made in respect

of compensation, interest, damages and the like, as determined under the provisions of the said Act;

2. a tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government company under condition (1) and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc. for or in connection with the rights, in or over the said lands, so vesting shall also be borne by the Government company;
3. the Government company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings by or against the Central Government or its officials regarding the rights in or over the said lands so vesting;
4. the Government company shall have no power to transfer the said lands to any other person without the previous approval of the Central Government and
5. the Government company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said land as and when necessary.

[No. 43015/11/86-CA/LSW]
N. BHAGAT, Director

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 9 जून, 1995

का. भा. 1736.— केन्द्रीय सरकार, होम्योपैथी केन्द्रीय परिषद अधिनियम, 1973 (1973 का 59) की धारा 13 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय होम्योपैथी परिषद से परामर्श करने के पश्चात् उक्त अधिनियम की द्वितीय अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अनुसूची में, "केरल" शीर्षक के तहत, क्रम संख्या 99 के सामने स्मृति 4 में की प्रविष्टि के स्थान पर, प्रविष्टि "1995 तक" रखा जाएगा।

[सं. भा. 27021/24/88 - होम्यो]
क. बल. दास, अधीक्षक सचिव

विषय : होम्योपैथी केन्द्रीय परिषद अधिनियम, 1973 (1973 का 59) की द्वितीय अनुसूची : भारत के राजपत्र, समाधारण भाग-2 खंड 3(i) (सं. 76) तारीख 20 दिसम्बर, 1973 में उक्त अधिनियम के भाग के रूप में प्रकाशित की गई थी और इसके पश्चात् निम्नलिखित द्वारा संशोधन किया गया :—

का. भा. 3325, तारीख 4-11-1978
का. भा. 1517, तारीख 26-2-1983
का. भा. 1481, तारीख 12-3-1993
का. भा. 1481, तारीख 12-3-1993

का. भा. 3099 तारीख 21-6-1985
का. भा. 2048 तारीख 24-3-1986
का. भा. 2270 तारीख 24-5-1986
का. भा. 2449, तारीख 1-8-1990
का. भा. 2501 तारीख 1-8-1995
का. भा. 2502 तारीख 21-8-1990
का. भा. 710 तारीख 20-2-1992
का. भा. 891 तारीख 5-3-1992
का. भा. 1210 तारीख 23-4-1992
का. भा. 978 तारीख 28-4-1993
का. भा. 1325 तारीख 17-5-1994 और
का. भा. 2363 तारीख 24-10-1994

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi the 9th June, 1995

S.O. 1736.—In exercise of the power conferred by sub-section (2) of section 13 of the Homoeopathy Central Council Act, 1973 (59 of 1973) the Central Government, after consulting the Central Council of Homoeopathy, hereby makes the following further amendment in the Second Schedule to the said Act namely :—

In the said schedule, under the heading 'Kerala' against serial number 9C, in Column 4 for the entry, the entry "Upto 1995" shall be substituted.

[No. V. 27021/24/88-Homoeo]

KANWAL DAS, Under Secy.

Note : The Second Schedule to the Homoeopathy Central Council Act, 1973 (59 of 1973) was published as the part of the said Act in the Gazette of India—Extra-Ordinary, Part II, Section 1 (No. 76), dated the 20th December, 1973 and subsequently amended vide :—

S.O. 3325, dated 04-11-1978,
S.O. 1517, dated 26-02-1983,
S.O. 1481, dated 12-03-1983,
S.O. 3099, dated 21-06-1985,
S.O. 2048, dated 24-03-1986,
S.O. 2270, dated 24-05-1986,
S.O. 2449, dated 01-08-1990,
S.O. 2501, dated 01-08-1990,
S.O. 2502, dated 21-08-1990,
S.O. 710, dated 20-02-1992,
S.O. 891, dated 05-03-1992,
S.O. 1210, dated 23-04-1992,
S.O. 978, dated 28-04-1993,
S.O. 1325, dated 17-05-1994 and
S.O. 2363, dated 24-10-1994

MINISTRY OF CIVIL AVIATION & TOURISM

(Department of Civil Aviation)

CORRIGENDUM

New Delhi, the 8th June, 1995

S.O. 1737.—In partial modification of notification issued vide this Ministry's No. AV-13015/36/93-ACVL dt. the 24th January, 1995 against the tenure of Air Commodore C.M. Singla, as Chairman-cum-Managing Director, Pawan Hans Limited, mentioned in English version of the said notification in Part II, Section 3(ii), Gazette of India dated the 11th February, 1995 appearing at page 475, S.O. 400, the following may please be substituted at line No. 11 and 12 to read as under :—

For

Read

"With effect from 12-5-1993, "With effect from or till further orders 12-5-1993 to 17-1-1995 whichever is earlier". Or till further orders, whichever is earlier".

[No. AV. 13015/36/93(ACVL)] [VE]

H. S. SANDHU, Under Secy.

इस्पात मंत्रालय

नई दिल्ली, 19 मई, 1995

का. प्रा. 1738— राजभाषा (संघ के शासकीय प्रयोजनों के लिये प्रयोग) नियम 1976 (यथा संशोधित, 1987) के नियम 10 के उप नियम (4) के अनुसरण में केन्द्रीय सरकार एतद्वारा कुद्रेमुख आयरन ओर कम्पनी लिमिटेड, बंगलूर के निम्नलिखित कार्यालयों को जिनके 80 प्रतिशत से अधिक कर्मचारी बन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

- (1) कुद्रेमुख आयरन ओर कम्पनी लिमिटेड, कुद्रेमुख
- (2) कुद्रेमुख आयरन ओर कम्पनी लिमिटेड, पणबूर, मंगलूर।

[सं. ई. 11011(1)/95-हिंदी]

हंस कुमार जैन, उप सचिव

MINISTRY OF STEEL

New Delhi, the 19th May, 1995

S.O. 1738.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (use for official purpose of the Union) Rules, 1976 (As amended, 1987) the Central Government hereby notifies the following offices of the Kudremukh Iron Ore Company Limited, Bangalore, where of more than 80 per cent staff have acquired working knowledge of Hindi :—

- (i) Kudremukh Iron Ore Company Limited, Kudremukh.
- (ii) Kudremukh Iron Ore Company Limited, Panambur, Mangalore.

[No. E. 11011(1)/95-Hindi]

H. K. JAIN, Dy. Secy.

श्रम मंत्रालय

नई दिल्ली, 18 अप्रैल, 1995

का. प्रा. 1729—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मारमागांव पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, पणजी, गोवा के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 18-4-95 को प्राप्त हुआ था।

[एल-36011/3/91-आईआर(विविध)]

बी.एम. डेविड, डेस्क अधिकारी

MINISTRY OF LABOUR

New Delhi, the 18th April, 1995

S.O. 1739.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Panaji, Goa, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Mormugao Port Trust, and their workmen, which was received by the Central Government on 18-4-95.

[No. L-36011/3/91-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

IN THE INDUSTRIAL TRIBUNAL GOVERNMENT
OF GOA AT PANAJI
(BEFORE SHRI AJIT J. AGNI, HON'BLE PRESIDING
OFFICER)

Ref. No. IT/39/91

Workmen, Rep. by the General,
Secretary, Goa Port and Dock
Employees Union.

V/s.

.. Workmen|Party I

The Chairman,
Mormugao Port Trust,
Mormugao Harbour,
Goa.

.. Employer|Party II

Party I-Workmen represented by Adv. S. R. Rivonker.

Party II-Employer represented by Adv. L. V. Talauliker.
Panaji, Dated 28-11-1994

AWARD

In exercise of the powers conferred by clause (d) of Sub-Section (1) of sub-Section 2-(A) of Section 10 of the Industrial Disputes Act, 1947, the Central Government by order No. L-36011/3/91-IR(Misc.) dated September, 1991 referred the following issue for adjudication by this Tribunal.

"Whether action of management of Mormugao Port Trust, Mormugao Harbour, Goa in not considering absorption of eleven employees (As per annexure-A) by M/s. Britto Travels contractor for buses operation in administrative and supervisory category, alongwith other regularised, vide settlement dated 23-10-1990, is justified. If not, what benefit these employees are entitled to "

Sr. No.	Name	Designation
1.	Miss Helen Antoneth Britto	Manager
2.	Miss Celina Amalina Britto	Accountant
3.	Miss Jasmin D'Souza	Typist/Clerk
4.	Shri Edward Britto	Supervisor
5.	Shri Nazareth Fernandes	Store-Keeper
6.	Shri Urbano D'Souza	Outdoor Clerk
7.	Shri Inacino D'Souza	Time-Keeper
8.	Shri Prashant Redkar	Time-Keeper
9.	Shri Vinod Palekar	Mechanic
10.	Shri Mohan V. Salgaonkar	Mechanic
11.	Shri Gaffur Shaikh	Cleaner.

2. On receipt of the reference, a case was registered under No. IT/38/91 and registered A.D. notice was issued to both the parties. In pursuance to the said notice both the parties put in their appearance. The Party I-Workmen (For short, 'Union') filed its statement of claim which is at Exb. 3. The case of the Union as pleaded in the statement of claim is that the eleven workmen named in the reference along with other 22 workmen were in the employment of M/s. Britto Travels, Contractor who was plying buses of the Party II-Employer (For short, 'Employer') for transporting its employees and their school going children. The said eleven employed by M/s. Britto Travels since 1-7-1989. Thereafter, the employer decided to discontinue the existing system of transporting its staff and their school going children by its own buses. This decision of the employer involved the termination of services of the employee of M/s. Britto Travels. The other 22 employees who were the members of Mormugao Port & Railway Workers Union were absorbed by the employer as its staff under the settlement dated 23-10-90 with the said Union with effect from 1-1-1991. The Union by letter dated 1-11-1990 demanded of the employer that the eleven workmen named in the reference who were its members be also absorbed as the employees of the employer as was done in the case of the other 22 employees by settlement dated 23-10-90. In the meeting held between the Union and the Employer on 16-11-1990, the employer told the union that only those employees would be considered for regularisation who had furnished their names to the Administration vide their letter dated 12-10-1988 at the time when Shri Soman relinquished his bus contract as they had shown eagerness to run the buses of the employer thereafter. The employer stated that the eleven employees named in the reference were in service for only 14 years with the bus contractor and there was no justification nor any valid reason for regularising their service. In the conciliation proceedings held by the Asstt. Labour Commissioner, the employer maintained its stand and hence the Asstt. Labour Commissioner submitted the failure report dated 31-1-1991 to the Government. The Union has contended that the action of the Employer in not absorbing the eleven employees named in the reference, is contrary to law, arbitrary, discriminatory and unjustified. It is further the contention of the Union that there are posts under the Employer similar to the posts held by them under M/s. Britto Travels. The Union has therefore prayed for a declaration that the eleven employees mentioned in the reference, are entitled to be absorbed in the employment of the Employer with effect from 1-2-1991 in the posts equivalent to the posts held by them under M/s. Britto Travels, or any post involving similar functions or scales of pay. The Union has also further prayed to issue directions to the Employer to absorb the employees mentioned in the reference w.e.f. 1-2-1991.

3. The Employer has filed a written statement which is at Exb. 6. The Employer stated that the reference made by the Government is misconceived in law and not maintainable on the ground that there was no industrial dispute which could be espoused by the Union against the employer; that the employees mentioned in the reference were never the employees of the employer and hence there was no industrial dispute existing before the Government viz-a-viz the employer; that the purported reference is unwarranted and outside the scope of Sec. 10 read with Sec. 2(k) of the Industrial Disputes Act, 1947. The employer contended that as a welfare measure in or about 1974, it started providing transport facilities initially to the children of its staff members to go to school and subsequently the said facility was also extended to its staff members. In the beginning the staff cars were used for transport which were replaced by Tempos after sometime. Thereafter, the tempos were replaced by five buses which were owned by the employer. Since the employer faced difficulties in managing the transport, tenders were invited from the Contractors who were running the buses of the employer by engaging their own operational staff for transportation of the staff of the Mormugao Port Trust and their school going children. The first of such contract was given to the bus contractor M/s. Raysons who engaged his own staff and they were paid the wages directly by him. The charges to be paid by the Mormugao Port Trust for daily trips was fixed on kilometer basis. After the contract with M/s. Raysons

was put to a end, the second contract was given to M/s. Ex-Servicemen Transport Services, Vasco, who themselves abandoned the contract. However, the staff of the said M/s. Ex-Servicemen Transport Services continued the operation of the said buses on the same terms and conditions as were agreed upon by M/s. Ex-Servicemen Transport Services. Since after sometime it was found by the employer that it was un-economical to maintain these buses, the employer withdrew the said buses from the operation and decided to dispose them off. The employer therefore, invited fresh tenders for providing transport facilities to the employees of the employer and their children by their own buses or hired ones on payment of fixed rate of charges paid on number of trips and running of kilometers. The tender submitted by M/s. Britto Travels was accepted by the employer. Thereafter, an agreement was signed between the employer and M/s. Britto Travels. In the meantime, the dispute was raised by Mormugao Port and Railway Workers Union before the Asstt. Labour Commissioner, Vasco, demanding that the staff comprising of 22 employees of the previous contractor be absorbed by the employer. After series of discussions, the employer agreed to absorb the said 22 persons who had put in number of years of service and accordingly, a memorandum of settlement was signed on 23-10-90. The employer contended that in fact the said 22 persons were not entitled to claim employment as of right. However, the employer agreed to absorb them having regard to their continuous long service tenure with the earlier contractor. The employer further contended that Mormugao Port Trust was not liable to absorb the eleven employees mentioned in the reference and the demand of the Union in this respect was illegal. The employer contended that there was no privity of contract between the employer and the said eleven employees. The employer denied that the said eleven employees were in the employment of M/s. Britto Travels for plying the buses of the employer for transportation of its staff members and their school going children. The employer stated that merely because the other 22 employees were absorbed by the employer, it did not mean that the eleven employees mentioned in the reference were also entitled to be absorbed. The employer stated that the case of the 22 employees was treated as a special case because of their long association with the operation of the buses of the employer even after the contractor M/s. Ex-Servicemen Transport Services suddenly abandoned the contract. The employer contended that the various posts under different cadres of certain departments of the employer are to be filled in subject to the prescribed Recruitment Rules framed by the employer and the Union or the eleven employee have no claim or right to the said posts even if they are vacant. The employer denied that its action in not absorbing the said eleven employees employed by M/s. Britto Travels is illegal, arbitrary, discriminatory or unjustified. The employer therefore submitted that the reference was liable to be dismissed or rejected.

4. The Union thereafter filed its rejoinder which is at Exb. 7, controverting the pleadings made by the employer in the written statement and reiterating and maintaining what is stated by the Union, in the statement of claim. The Union denied that the transport facility provided by the employer is as a welfare measure. The Union stated that M/s. Britto Travels was awarded contract to run the buses of the employer with a condition to take over all the employees who were operating the said buses. The said eleven employees were employed by M/s. Britto Travels from 1-7-1989 for better management and operation of the buses of the employer. The Union contended that the act of the employer in absorbing only 22 employees is illegal, unjustified, arbitrary and discriminatory in nature.

5. Based on the pleadings of the parties the following issues were framed at Exb. 9.

1. Does Party II prove that the the workmen named in the reference were not the employees of Party II and hence no Industrial Dispute existed before the Government and hence this reference is not maintainable ?
2. If not, does Party I prove that the action of Party II in not absorbing 11 workmen (as per annexure 'A') employed by M/s. Britto Travels along with other regularised under in settlement dated 23-10-1990 is not legal and justified ?

3. If yes, is Party I entitled to any relief ?
4. What award or order ?

Since the issue No. 1 was concerning the maintainability of the reference, it was treated as a preliminary issue and both the parties have led evidence on the same issue. My finding on the Issue No. 1 is in the affirmative for the reasons stated below.

REASONS

Issue No. 1.—The issue of maintainability of the reference has been raised by the employer. The contention of the employer's that the 11 workmen named in the reference were not the employees of the employer Mormugao Port Trust and hence no industrial dispute existed between the employer and the employees, as the 11 workmen were the employees of M/s. Britto Travels and therefore the dispute is not a dispute between the employer and the employees. Hence, no industrial dispute existed before the Government. He submitted that the Transport facilities were provided by the employer to its staff and their children as a Welfare measure. Since the employer faced difficulties in managing the transport, tenders were invited from the contractors to run the buses belonging to the employer, and accordingly various contracts were signed. The last of such contract dated 30-6-1989 Exb. 14 (colly) was signed with M/s. Britto Travels. Adv. Shri Talaulikar submitted that as per the terms of the tender notice, the employees of the earlier contractor were to be taken in service by the new contractor and accordingly the 22 workmen who were subsequently absorbed by the employer were taken in service by M/s. Britto Travels. He submitted that the said 22 workmen and the 11 workmen named in the reference were on the payroll of M/s. Britto Travels, since they are the employees of M/s. Britto Travels. Adv. Shri Talaulikar further submitted that the Union ought to have raised the dispute on behalf of the workmen against M/s. Britto Travels and not against Mormugao Port Trust. He referred to the settlement dated 4-8-1989 Exb. 15 which showed that the settlement as regards the 22 workmen was with M/s. Britto Travels and not with Mormugao Port Trust. Shri Talaulikar also submitted that the various claims incorporated in the Agreement with M/s. Britto Travels did not imply that there was control and supervision over the running of the buses by M/s. Britto Travels. He stated that the said clauses were incorporated to safeguard the interest of the employer as being the owner of the said buses for any offence committed by M/s. Britto Travels. The employer would have been responsible. Adv. Shri Talaulikar relied upon the decisions of the Supreme Court reported in AIR 1957 S.C. at page 264; AIR 1958 S.C. at page 388 and AIR 1985 S.C. at page 670 in support of his contention that there is no "Master and servant relationship between the 11 workmen named in the reference and the employer." Adv. Talaulikar therefore, submitted that the reference made by the Government was not maintainable and hence was liable to be rejected. Adv. Rivenkar, learned counsel representing the Union on the other hand submitted that there is master and servant relationship between the employer and the 11 workmen named in the reference. He submitted that the buses which were being plied by this Britto Travels belonged to the employer MPT. According to him the buses were in the form of a raw material supplied by the employer. He further stated that various clauses of the agreement dated 30-6-1986 Exb. 14 colly executed between the employer and M/s. Britto Travels showed that the control and supervision over the remaining of the buses was with the employer. In particular, he referred to the clause Nos. 11, 12, 31, 33, 39, 40 and 41 of the said Agreement Exb. 14 colly. Shri Rivenkar submitted that the 11 workmen named in the reference were employed by M/s. Britto Travels as per the certificates issued by M/s. Britto Travels produced at Exb. 21 colly. He further submitted that though they were working with M/s. Britto Travels, they were in fact deemed to be the employees of the employer M.P.T. and therefore, they were liable to be absorbed by the employer along with the other 22 workmen who were absorbed by the employer. Adv. Shri Rivenkar submitted that there was employer-employee relationship between the said 11 workmen and the employer and therefore the dispute between them was an industrial dispute and hence the case fell within the purview of Sec. 2(K) of the Industrial Disputes Act. Adv. Shri Rivenkar relied upon the decision of the Supreme Court reported in AIR 1966 S. C. at page 370; AIR 1978 S. C. at page 1410;

1973 II LLJ at page 130 and the decision of the Andhra Pradesh High Court reported in 1959 (I) LLJ at page 544, in support of his above contentions. Adv. Shri Rivenkar also submitted that the Dy. Secretary of the employer had admitted vide his letter dated 23-11-1990 Exb. 20 that the Mormugao Port Trust had absorbed the 22 workmen who were working with M/s. Britto Travels upto 12-10-1988, and the settlement for absorption was made on 23-10-1990 when the Agreement with M/s. Britto Travels was in force. He further submitted that the absorption of the 22 workmen was to take effect only after the Agreement with M/s. Britto Travels came to an end. Adv. Shri Rivenkar therefore contended that the act, on the part of the employer in not absorbing the 11 workmen named in the reference who were working with M/s. Britto Travels for the purpose of the running of the buses of the employer, was absolutely arbitrary and discriminatory. Adv. Shri Rivenkar submitted that since there was employer-employee relationship between the 11 workmen in the reference and the employer M.P.T., and hence the reference was maintainable.

I have carefully considered the submissions made by both the learned counsel. It is not in dispute that the employer Mormugao Port Trust had entered into an agreement with M/s. Britto Travels dated 30-6-1989 Exb. 14 by virtue of which M/s. Britto Travels had agreed to ply the buses of the employer for the transportation of its staff and their school going children on the terms and conditions contained in the said Agreement. The said agreement was valid for 18 months. It is also not in dispute that the employees required to run the said buses were to be employed by the contractor M/s. Britto Travels. One of the Terms of the Agreement also was that the employees who were employed on the buses of the employer by the earlier Contractor should be employed by M/s. Britto Travels. The 22 employees who were absorbed by the employer were the employees of the earlier contractor who were taken in employment by M/s. Britto Travels as per the terms of the Agreement. This fact is also not in dispute. The Union has produced the character certificates in respect of the said 11 workmen issued by M/s. Britto Travels, to show that the said workmen were working for M/s. Britto Travels. The point for consideration is whether the 11 workmen named in the reference are the employees of Mormugao Ports Trust. The employer has contended that the said 11 workmen were the employees of M/s. Britto Travels who had independently employed them to run their buses. The payment of their wages was made by M/s. Britto Travels and not by the employer. This fact was not denied by the Union, nor any evidence was led by the Union that the wages of the said workmen were paid by the employer. Now the question is, merely because he said workmen were employed to run the buses of the employer by the contractor M/s. Britto Travels can they be said to be the employees of the employer Mormugao Port Trust ? The Union has sought to argue that the buses run by the Contractor M/s. Britto Travels were in the form of raw materials supplied by the employer. The employer had control and supervision over the running of the said buses by the contractor M/s. Britto Travels, and applying the law laid by the Supreme Court in the case of Dharangadhra Chemicals Works V/s. State of Saurashtra reported in 1957 I LLJ 477; in the case of Hussainbhai V/s The Alath Factory Terzhilali Union and others, reported in AIR 1978 S. C. 1410; and in the case of Management of D. C. Dewan Mohideen Sahib and Sons C/s. Unite Bidi Workers' Union reported in AIR 1966 S.C. 370, the Union contended that the said 11 workmen were the employees of the employer M.P.T. The Union also relied upon the decision of the Andhra Pradesh High Court in case of Badiampura Salt Factory Kaunada v/s. Its Workers reported in 1959 I LLJ 544, on the same point.

The contention of the employer is that no industrial dispute existed before the Government when the reference was made as there was no employer-employee relationship between the said 11 workers named in the reference and the employer M.P.T. Section 10 of the I.D. Act, 1947 refers to the referring of the industrial dispute to the Tribunal for adjudication and not any other dispute. What is industrial dispute has

been defined in Section 2(k) of the I. D. Act, 1947, which reads as under :—

"Industrial dispute" means any dispute or difference between employers and employees or between employers and workmen or between workmen and workmen which is connected with the employment or no employment or the Terms of employment or with the conditions of labour of any person. Therefore from this definition it is evident that only those disputes or differences are contemplated as industrial disputes which bear upon the relationship of employer and workmen. It therefore follows that to determine whether a difference or a dispute is an industrial dispute or not, the first thing to be determined is whether the workman concerned satisfies the conditions of Sec-2(s) of the Act. Workman as defined in Section 2(s) of the I.D. Act, 1947 is as under :—

"Workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical, or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceedings under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged, or retrenched in connection with or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person..."

Adv. Shri Talaulikar representing the employer has relied upon the decision of the Supreme Court in the case of the workmen of the Food Corporation of India V/s. M/s. Food Corporation of India, reported in AIR 1985 S.C. 670 ; in support of his contention that in order that a person can be called as a "Workman" within the terms of the definition, there should be master and servant or employer and employee relationship. I have gone through the said decision of the Supreme Court. In para 11 of the Judgement the Supreme Court has held that there must be a privity of contract of employer and workmen. It has been further held that the word, "employed" in the definition of "Workman", is used in the sense of relationship brought about by express or implied contract of service in which the employers renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind as agreed between them or statutorily prescribed. It discloses a relationship of command and obedience. In the said para., the Supreme Court has further laid down the essential conditions of a person being a workman such as that, (1) he should be employed to do the work in the industry, (2) there should be an employment of his by the employer and (3) there should be a relationship between the employer and employee or master and servant. The Supreme Court has further held in the said para. 11 that where a contractor employs a workman to do the work which he contracted with a third person to accomplish, on the definition as it stands, the workman of the contractor with out something more, becomes the workman of that third person. The other decision of the Supreme Court in the case of Dharangadhra Chemicals Works Ltd., V/s. State of Saurashtra reported in AIR 1957 S.C. 264, relied upon by Adv. Talaulikar also lays down the same principles as laid down by the Supreme Court in the case of the Workmen of Food Corporation of India (Supra). Another decision of the Supreme Court on which reliance is placed by Adv. Talaulikar to emphasise that there was no master and servant relationship between the employer and the workmen is in the case of Chintaman Rao and another V/s. State of Madhya Pradesh, reported in AIR 1958 S.C. 388. In this decision also, the Supreme Court has laid down the principles as in the earlier two decisions referred to above, as regards which person can fall within the purview of the definition of "Workman", under the I. D. Act, 1947. Considering the above various decisions of the Supreme Court it follows that in order that a person can be called as "Workman" within the terms of the definition of "Workman" in terms of Sec. 2(s) of the I. D. Act, that person has to satisfy the conditions laid down by the Supreme Court in the above mentioned cases, namely that (1) he should be employed to do the work in that industry, (2) his employment should be by the employer and (3) his relationship with the employer should be as that of between employer and employee or master & servant. In the case of Dharangadhra Chemicals Works Ltd., (supra) the

Supreme Court in para 14 of its judgment has held that, "the prima facie test for determination of the relationship between master and servant is the existence of right in the master to supervise and control the work done by the servant not only in the matter of directing what work the servant is to do but also the manner in which he shall do his work". To the present case, as I have said earlier, it is an admitted fact that the 11 workmen named in the reference were not employed by the employer but by M/s. Britto Travels.

The Agreement dated 30-6-1989-Ext. 15 executed between the employer and M/s. Britto Travels shows that the employees required to run the buses and perform the terms of the agreement were to be employed by M/s. Britto Travels and not by the employer. It is not the case of the union that even though the 11 workmen named in the reference and the other 22 workmen absorbed by M/s. Britto Travels were employed by M/s. Britto Travels, their wages were paid by the employer. There is no evidence on record to show that the said workmen were under the control and supervision of the employer Mormugao Port Trust. The evidence is mostly on the point that the said 11 workmen and the other 22 workmen who were absorbed by M/s. Britto Travels were in the employment of M/s. Britto Travels and that though the other 22 workmen were absorbed by the employer Mormugao Port Trust, the 11 workmen named in the reference were not absorbed by the Mormugao Port Trust and hence the act on its part was arbitrary and discriminatory. The union has sought to argue that though the contract for running of the buses was entered with M/s. Britto Travels, in fact the control and supervision was with the employer and in this respect the union has relied upon the clause 11, 12, 31, 33, 39, 40, 41 of the Agreement Exb.14. The contention of the union that this implied that the workman employed by M/s. Britto Travels were in fact the employees of the employer and they are deemed to be such. This contention of the union is not correct. The law as laid down by the Supreme Court in the case of Dharangadhra Chemicals Works Ltd. (Supra) is that in order to determine relationship between master and servant a right should exist in the master to supervise and control the work done by the servant not only in the matter of directing what work the servant is to do but also the manner in which he shall do the work. The agreement Exb. 14 executed between M/s. Britto Travels and the employer Mormugao Port Trust does not show that under the terms of the said agreement as regards the employees of M/s. Britto Travels employed for running of the buses of M.P.T., the employer had any right to exercise control or supervision over the employees or that the said employees were under the control and supervision of the employer. The contention of the Union is that the running of the buses was under the control and supervision of the employer which is totally different from the one contemplated to establish the master and servant relationship. I have gone through the clauses

the said Agreement. The said clauses on the contrary show that the employees were to be under the control and supervision of M/s. Britto Travels. The various clauses of the Agreement on which the Union has relied upon are the conditions imposed upon the contractor M/s. Britto Travels on which they shall run the buses. These conditions were imposed to safeguard the interest of the employer Mormugao Port Trust, since the buses belonged to them and in the event M/s. Britto Travels committed any offence in running the said buses, the employer as the owner of the said buses would have been liable. Therefore the conditions imposed upon the Contractor M/s. Britto Travels in employment of the employees were as a precautionary measure and to safeguard the interest of the employer. The Agreement Exb. 14 contains the conditions on which the Contractor M/s. Britto Travels was allowed to run the buses of the employer. There was no privity of contract between the workmen employer by M/s. Britto Travels and the employer Mormugao Port Trust. Adv. Rivonkar has relied upon the decision of the Supreme Court in the case of the Saraspur Mills Co. Ltd., v/s Ramanlal Chimanlal reported in 1937 II LLJ 130 in support of his contention that the workers employed by the Contractor of the employer, were the workers of the employer.

In this respect he has also relied upon the decisions of the Supreme Court in the case of the Management of D. C. Dewan Mohideen Sahib & Sons v/s Secretary, United Beedi Worker's Union, Salem, reported in AIR 1966 S. C. 370, in the case of Hussainbhai, v/s. The Alath Factory Tezhilali Union reported in AIR 1978 S. C. 1410; and the decision of the Andhra Pradesh High Court in he case of Badjampura Salt Factory v/s Its workmen reported in 1959 I LLJ 544. I have gone through the said decisions and I find that that the said decisions are totally inapplicable to the facts and circumstances of the present case. In the case of Saraspur Mills Co. Ltd. (Supra) the question was whether the worker employed in a canteen of the employer which was being run by a Co-op. Society were the workers of the employer. The Supreme Court held that they could be held to be the employees of the employer because under the Factories Act, it was the duty of the employer to run and maintain the canteen for the use of its employees. The employer handed over the canteen to the Co-op. Society to run the canteen for the use and welfare of the Mill's employees and thus discharge its legal obligations. It was therefore held that the workers employed by the Co-op. Society to run the canteen could be held to be the employees of the employer. In the present case, there was no such obligation or duty cast on the employer to run and maintain the buses for the transportation of its staff and their school going children. There is absolutely no evidence to this effect. The employer has stated that the transport facilities were provided to its staff and their children as a welfare measure, which is out of own will of the employer, and not under any statutory duty. Therefore, the decision of the Supreme Court in the case of Saraspur Mills Co. Ltd., is of no help to the Union. The decision of the Supreme Court in the case of D. M. Sahib & Sons v/s Union of U. B. Workers (Supra) is also not

applicable to the facts and circumstances of the present case. In the case before the Supreme Court the Proprietor was engaged in the business of manufacturing bidis and he got the bidis manufactured through the contractors by supplying leaves and tobacco to them. The workers were employed by the Contractor. After the prepared bidis were supplied to the proprietor, he paid the price to the Contractor after deducting from it the cost of the leaves and tobacco already fixed. The balance amount was paid to the contractor who in his turn paid the wages to the workmen who rolled bidis. In these facts of the case that the Supreme Court held that the relationship of employer and employee subsisted between the Proprietor and the workmen. To apply the principles laid down by the Supreme Court in the above case of Union of United Bidi Workers, the basic requirement is that when the employer engaged a Contractor to do certain thing, it should be in relation to the business which the employer carried on, as was in the said case wherein manufacturing of bidis was the business of the proprietor and the required raw material in the form of leaves and tobacco was supplied by him to the Contractor. In the present case, this very basic requirement is absent. Providing of transport to its staff or their school going children or otherwise was never the business of the employer-M. P. T. Nor it was connected with the actual business carried on by the employer-M. P. T. Therefore, the contention of Union that supplying of buses by the employer to the Contractor M/s. Britto Travels was in the form of raw materials, is absolutely fallacious, and far fetched. In the circumstances, the decision of the Supreme Court in the case of Union of United Bidi Workers (Supra) is of no help whatsoever to the Union. Another decision, on which the Union has placed reliance is in the case of Hussainbhai v/s The Alath Factory Tezhilali Union (Supra) which is also of no help to Union. In this case also, the workers were engaged to produce the goods for the business of the proprietor and they were employed by the Contractor who had executed agreement with the proprietor to get such work done. In these circumstances that the Supreme Court held that, "where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer." This is not the case in the present case. I have already said earlier that providing transportation facilities was never the business of the employer M.P.T. nor it any way related to that business of the proprietor and they were employed same reasons the decisions of the Andhra Pradesh High Court in the case of Badjampura Salt Factory (Supra) relied upon by the Union is also not applicable. The Kerala High Court in the case of K. K. Thilakan and others v/s Fertilisers & Chemicals Travancore Ltd., reported in 1991 II LLN at page 1161 in para. 2 of its judgement has held as under :

"Absorption can only be of persons who are outside the establishment. A person who was outside the establishment when he seeks absorption as an employee he is in fact seeking employment in the establishment. If there arises a dispute regarding his absorption can it give rise to an industrial dispute

as defined under the Industrial Disputes Act ? A workman should be employed by an employer. Only on an employment being given to him can be considered as a workman. Petitioners have no case that they were employed by the first respondent. They were employed by Pige Agencies, a contractor under first respondent. When the contract came to an end they became unemployed. They seek absorption in service under the first respondent. They want to be taken into service of the first respondent. In other words they are seeking employment under first respondent. Petitioners who were never employed or engaged by the factory want themselves to be taken into its services. Unless they are so absorbed they cannot consider the first respondent as their employer. Nor can they be treated as workmen of the first respondent either. Their claim to the employment of the first respondent can never be considered as an industrial dispute. Their claim is not an industrial dispute as defined in Sec. 2(k) of the Industrial Disputes Act."

The facts involved in the said case are identical to the one involved in the present case. The demand of the workmen in the present case is also for absorption which means they are seeking employment under the employer, which is not permissible. I agree with the decision of the Kerala High Court in this respect. The contention of the Union is that since the 22 workmen were absorbed by the employer, the 11 workmen named in the reference are also entitled for absorption. The employer has taken the stand that the said 22 workmen were absorbed by them considering the help rendered by them in continuing the transport service after the contractor under whom they were employed suddenly abandoned the contract. They were not absorbed as a matter of right. The Union has relied upon the settlement arrived at between the said 22 workmen, the employer dated 23-10-90 Exh. 16, whereby the employer agreed to absorb the said 22 workmen. However, this fact has not been denied by the employer. The Kerala High Court in the above case referred to by me has further held that when the workmen were employed by a contractor engaged by the employer, (first respondent), that cannot confer on the workmen any preferential claim to be appointed in service. Hence, the petitioners are not entitled to be "absorbed" in the service of the employer (first respondent).

Therefore, considering all the facts, the evidence on record, and the law laid down by the Supreme Court and the various High Courts, I hold that the employer—Mormugao Port Trust has succeeded in proving that the 11 workmen named in the reference were not their employees and hence no industrial dispute existed before the Government. Consequently, the reference is not maintainable, and liable to be rejected. In the circumstances, I answer the issue no. 1 in the affirmative and pass the following order.

ORDER

It is hereby held that the workmen named in the reference were not the employees of the Party II—Mormugao Port Trust and hence no industrial dispute existed before the Government. The reference is therefore held to be not maintainable and hence rejected.

There shall be no order as to costs.

Inform the Government accordingly.

AJIT J. AGNI, Presiding Officer

नई दिल्ली, 30 मई, 1995

का.आ. 1740 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सरकार आर्डिनंस फैक्ट्री, जबलपुर के प्रबन्धन के संबंध में निदेशों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-95 को प्राप्त हुआ था।

[संख्या एल-14012/11/89-जी-2(बी)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 30th May, 1995

S.O. 1740.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Ordnance Factory, Jabalpur and their workmen, which was received by the Central Government on 25-5-95.

[No. L-14012/II/89-D.2(B)]

B. M. DAVID, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

CASE REF. NO. CGIT/LC(R)(65)/1990

BETWEEN :

Shri Kamla Prasad S/o. Jaggu, House No. 627, Garha Phatak, Jagdish Mandir, Jabalpur (M.P.)-482001.

AND

The General Manager, Ordnance Factory, Khamaria, Jabalpur, (M.P.).

PRESIDED IN : By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : Shri R. Menon, Advocate.

For Management : Shri B. Da'Silva, Advocate.

INDUSTRY : Ordnance DISTRICT : Jabalpur (M.P.).

AWARD

Dated : May 10, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-14012/11/89-D-2(B) dated 21-2-1990, for adjudication of the following Industrial dispute.

SCHEDULE

क्या आईनेस फैक्ट्री, खामरिया, जबलपुर (म.प्र.) के प्रबंधकों द्वारा श्री कमलाप्रसाद आत्मज श्री जगू, एक श्रमिक, आईनेस फैक्ट्री खामरिया, जबलपुर को दिनांक 30-4-88 से सेवानिवृत्त किए जाने की कार्यवाही न्यायोचित है। यदि नहीं तो कर्मकार किस अनुसूच का हकदार है।

2. Admitted facts of the case are that the workman was appointed as a Casual Worker on 10-4-1962 and later on he was promoted as Labourer A Grade.

3. The case of the workman is that his actual date of birth is 20-6-1942, but in the record of the management it is wrongly mentioned as 6-4-1928; that the workman made representation for the correction of the age in the year 1987 and the management without providing him an opportunity of hearing retired him from service with effect from 30-4-1988. The workman has claimed reinstatement with back wages.

4. Case of the management is that at the time of the appointment, the workman on 10-4-62 declared that his date of birth was 6-4-1928 and after the medical examination his date of birth was found 6-4-1928 and the workman affixed his thumb impression as a token of acceptance of his date of birth; that the workman has raised the dispute of his age at the time of his retirement and there was no evidence to show that his date of birth was wrongly recorded. The management has prayed that the reference be answered against the workman.

5. The terms of the reference were made the issue in the case.

6. The workman examined himself and the management has produced documents to show that the workman has declared his date of birth as 6-4-1928.

7. Workman has not produced any document to show that his actual date of birth is 20-6-1942.

8. Workman has clearly admitted in the examination-in-chief that he does not remember his exact date of birth. The workman has further admitted that at the time of his appointment he did not object about the age recorded in the service book.

9. It is observed by the apex Court in AIR 1993 SC 2647 and 1993(2)SCC p. 162 that in the case for correction of the date of birth by the workman, the workman should not only produce the clear evidence to show that his date of birth was wrongly recorded but he should also give explanation as to why and

how his date of birth at the initial stage was wrongly recorded and the workman should also give sufficient explanation of inordinate delay in raising the dispute regarding the correction of his date of birth. The workman has affixed his thumb marked in the service book accepting his date of birth as 6-4-1928. Consequently, in the aforesaid circumstances, claim of the workman that his actual date of birth is 20-6-1942 against his own admissions and the evidence on record.

10. Consequently, the action of the management in retiring the workman with effect from 30-4-1988 is fully justified. Reference is answered in favour of the management. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 30 मई, 1995

का.प्र. 1741:— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कन्टोनमेंट बोर्ड लखनऊ के प्रबंधकों के संवर्द्ध नियोजकों और उनके कर्मकारों के बीच अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-95 को प्राप्त हुआ था।

[संख्या एल-13012/7/92-आईआर(ड्यु.)]
बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 30th May, 1995

S.O. 1741.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Contonment Board, Lucknow and their workmen, which was received by the Central Government on 25-5-95.

[No. L-13012/7/92-IR(DU)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT
PANDU NAGAR DEOKI PALACE ROAD,

KANPUR

Industrial Dispute No. 27 of 1993

In the matter of dispute between :

Shri Sangeet Kumar
Son of Sri Charan,
53, Bari Lalkurti
Post Dilkusha
Lucknow Cantt.

AND

Executive Officer

Cant. Board Cantt.
Lucknow Cantt.
Lucknow.

AWARD

1. The Central Government, Ministry of Labour, New Delhi, vide its notification no. L-13012/7/92-I.R. D.U. dated 3-3-93, has referred the following dispute for adjudication to this Tribunal —

Whether the action of the Executive Officer, Cantonment Board Lucknow in terminating the services of Sri Sangeet Kumar, son of Sri Shivcharan, Helper/Pump Driver w.e.f. 2-1-92 is justified? If not, what relief he is entitled to?

2. It is not necessary to narrate the pleadings of the parties as on 10-5-95, Sri R. K. Pandey the authorised representative of employer Cantt. Board Lucknow had made a statement before the Tribunal that in case the workman withdraws the present case, the employer would give him regular appointment as class IV employee within a month. Upon this Sri T. B. Singh, the authorised representative of the workman made statement that withdraws the case forthwith.

3. In view of the above the reference has become infructuous and there is no need to record findings on it. It is hoped that the employer would give regular appointment to the concerned workman within a month in class IV category as Helper/Pump Driver. No order as to costs.

4. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 मई, 1995

क्र.आ. 1742 — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कन्टोनमेंट बोर्ड लखनऊ केन्द्र के प्रबंधन के संबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार की 22-5-95 को प्राप्त हुआ था।

[संख्या एल-13012/6/92-आर आर (डीयू)]

डी एम. डेविड, डैस्क अधिकारी

New Delhi, the 30th May, 1995

S.O. 1742.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Contonement Board, Lucknow Cantt. and their

workmen, which was received by the Central Government on 22-5-95.

[No. L-13012/6/92-IR(DU)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, PANDU NAGAR, DEOKI PALACE ROAD, KANPUR.

In the matter of dispute between :

Rakesh Mohan s/o Sri Shiv Shankar Lal
C/o Defence Colony House No. 13,
Nepalganj ke pas Dada Biyani Hotel
ke piche,
Post Kharika Teji Bagh,
Lucknow Cantt.

AND

Executive Officer
Cantt. Board,
Lucknow Cantt.
Industrial Dispute No. 20 of 1993

AWARD

1. Central Government, Ministry of Labour, New Delhi, vide its notification No. L-13012/6/92-I.R. (DU) dated 3-3-93 has referred the following dispute for adjudication to this Tribunal —

Whether the action of executive officer, Cantonment Board Lucknow in terminating the services of Sri Rakesh Mohan son of Sri Shiv Shankar Lal, Helper/Pump Driver w.e.f. 16-12-91 is justified? If not, what relief he is entitled to?

2. It is not necessary to narrate the pleadings of the parties as on 10-5-92, Sri R. K. Pandey, the auth. representation of employer Cantt. Board Lucknow had made a statement before the Tribunal that in case the workman withdraws the present case, the employer would give him regular appointment as class IV employee within a month. Upon this Sri T. B. Singh, the authorised representative of the workman made statement that he withdraws the case forthwith.

3. In view of the above, the reference has become infructuous and there is no need to record findings on it. It is hoped that the employer would give regular appointment to the concerned workman within a month in class IV category as Helper/Pump Driver. No order as to costs.

4 Reference is answered accordingly

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 मई, 1995

justified ? If not, what relief he is entitled to ?

का.आ.1743—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कन्टोनमेंट बोर्ड, लखनऊ के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-95 को प्राप्त हुआ था।

[संख्या एल-13012/5/92-आई.आर.(डीयू)]
बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 30th May, 1995

S.O. 1743.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Cantonment Board, Lucknow and their workmen, which was received by the Central Government on 25-5-95.

[No. L-13012/5/92-IR(DU)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL CUM LABOUR COURT,
PANDU NAGAR, DEOKI PALACE ROAD
KANPUR

In the matter of dispute between :

Sri M. P. Jaina
son of Sri Subhakar
c/o Sri Sangeet Kumar
53 Bari Lalkurti, Post Diskusha
Lucknow Cantt.

AND

Executive Officer
Cantt Board
Lucknow Cantt.
Industrial Dispute No. 71 of 93

AWARD

1. Central Government. Ministry of Labour, vide its notification No. L-13012/5/92-I.R.(D.U.) dated 3-3-93, has referred the following dispute for adjudication to this tribunal :—

Whether the action of Executive Officer, Cantonment Board, Lucknow in terminating the services of Sri M. P. Hena, s/o Sri Subhakar Jena, Helper/Pump Driver w.e.f. 6-1-92 is

2. It is not necessary to narrate the pleadings of the parties as on 10-5-95. Sri R. K. Pandey, the authorised representative of employer Cantt. Board Lucknow had made a statement before the Tribunal that in case the workman withdraws the present case, the employer would give him regular appointment as class IV employee within a month. Upon this Sri T. B. Singh, the authorised representative of the workman made statement that he withdraws the case forthwith.

3. In view of the above, the reference has become infructuous and there is no need to record findings on it. It is hoped that the employer would give regular appointment to the concerned workman within a month in class IV category as Helper/Pump Driver. No orders as to cost.

4. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 मई, 1995

का.आ.1744—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार कन्टोनमेंट बोर्ड लखनऊ के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-95 को प्राप्त हुआ था।

[संख्या एल-13012/7/92-आई.आर.(डीयू)]
बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 30th May, 1995

S.O. 1744.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Cantonment Board, Lucknow and their workmen, which was received by the Central Government on 25-5-95.

[No. L-13012/7/92-IR(DU)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUS-
TRIAL TRIBUNAL CUM-LABOUR COURT,
PANDU NAGAR, DEOKI PALACE ROAD,
KANPUR.

Industrial Dispute No. 27 of 1993

In the matter of dispute between :

Sri Sangeet Kumar
Son of Sri Charan
53 Bari Lalkurti
Post Dilkusha
Lucknow Cantt.

AND

Executive Officer
Cant Board Cantt.
Lucknow Cantt.
Lucknow.

AWARD

1. The Central Government, Ministry of Labour,
New Delhi, vide its notification No. L-13012/7/92/I.R.
D.U. dated 3-3-93, has referred the following dispute
for adjudication to this Tribunal —

Whether the action of the Executive Officer,
Cantonment Board, Lucknow in terminating
the services of Sri Sangeet Kumar, son of Sri
Shivcharan, Helper/Pump Driver w.e.f.
2-1-92 is justified? If not, what relief he is
entitled to?

2. It is not necessary to narrate the pleadings of
the parties as on 10-5-95, Sri R. K. Pandey the
authorised representation of employer Cantt. Board
Lucknow had made a statement before the Tribunal
that in case the workman withdraws the present case,
the employer would give him regular appointment as
class IV employee within a month. Upon this
Sri T. B. Singh, the authorised representative of the
workman made statement that withdraws the case
forthwith.

3. In view of the above the reference has become
infructuous and there is no need to record findings
on it. It is hoped that the employer would give regular
appointment to the concerned workman within a
infructuous and there is no need to record findings
No Order as to costs.

4. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 30 मई, 1995

का.ग्रा.1745-औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसूचन से, केन्द्रीय
सरकार शांतिनगर फैक्ट्री, जबलपुर के प्रबंधन के संवत्

नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट
औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण,
जबलपुर के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को
24-5-95 को प्राप्त हुआ था।

[संख्या एल-14012/100/91-डी-2(बी)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 30th May, 1995

S.O. 1745.—In pursuance of the section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Cen-
tral Government hereby published the award of the
Central Government Industrial Tribunal, Jabalpur as
shown in the Annexure, in the industrial dispute be-
tween the employer in relation to the management
of ordnance factory Jabalpur and their workmen,
which was received by the Central Government on
24-5-95.

[No. L-14012/100/91-D-2(B)]

B. M. DAVID, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUS-
TRIAL - CUM - LABOUR COURT, JABALPUR
(M.P.)

Case Ref. No. CGIT/LC(R)(71)/1992

BETWEEN

Shri Ganga Prasad S/o Jiyalal Rajak, Adhartaal
Chauraha, Vinaba Nagar, Behind Adhartaal
State Bank, Adhartaal, Jabalpur (MP)-
482004.

AND

The General Manager, Ordnance Factory, Kha-
maria, Jabalpur (MP)-482005.

PRESIDED IN : By Shri Arvind Kumar Awasthy.
APPEARANCES :

For Workman : Shri R. N. Roy, Advocate.

For Management : Shri B. Da'Silva, Advocate.

INDUSTRY : Ordnance DISTRICT : Jabalpur
(MP)

AWARD

Dated, May 10, 1995

This is a reference made by the Central Govern-
ment, Ministry of Labour, vide its Notification No. L-
14012/100/91-D-2(B) Dated 31-3-1992, for adjudi-
cation of the following industrial dispute :

SCHEDULE

"Whether the management of Ordnance Factory
Khamaria, Jabalpur (M.P.) is justified in
retiring Shri Gangaprasad, s/o Jiyalal Rajak,
Ex-labourer, compulsorily w.e.f. 25-8-90?
If not, what relief he is entitled to?"

2. Admitted facts of the case are that the applicant was appointed in Ordance Factory, Khamarla, in category of labourer in the year 1962 and he was promoted as a Line Mistry; that on 16-2-1989 the workman was placed under suspension on the charges that he was found smoking Biri in the premises of the factory and after enquiry the workman was compulsorily retired vide order dated 25-8-1990.

3. The management has rightly allowed the appeal filed and as such the contention of the learned Counsel for management is just and proper that the reference has become infructuous.

4. From the perusal of the order of the management it is clear that the management has withdrawn the order of compulsory retirement and substituted it with penalty of holding of four increments with commulative effect. The misconduct was minor in nature and the act of the appellate authority is just and proper.

5. Consequently, the reference has become infructuous. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer.

नई दिल्ली, 30 मई, 1995

का.आ.1746—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सी.पी.डब्ल्यू.डी. देहरादून के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-95 को प्राप्त हुआ था।

[संख्या एल-42012/20/88-डी-2(बी)]
बी.एम. डेविड, डैस्क अधिकारी

New Delhi, the 30th May, 1995

S.O. 1746.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of CPWD, Dehradun and their workmen, which was received by the Central Government on 25-5-95.

[No. L-42012/20/88-D-2(B)]
B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 25/89

In the matter of dispute between :

Shri Bhupinder Singh Rawat s/o Shri Mangal Singh Rawat through Shri Yagamber Singh

Bisht, South Wood Estate, Nandan Wan, Mussoorie.

Versus

The Executive Engineer (Electrical)

Dehradun Central Electric Division,

CPWD, 20, Subash Road, Dehradun-248001.

APPEARANCES :

Shri R. P. Goyal—for the workman.

None—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/20/88-D-2(B) dated 7-2-89 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the Management of CPWD in terminating the services of Shri Bhupinder Singh Rawat, Khalasi (Electrical) w.e.f. 1-9-1984 is justified? If not, to what relief the workman is entitled?”

2. The case was fixed today for workman evidence when a written application was filed by the authorised representative of the workman stating therein that inspite of letters and notices having been sent to the workman. He has neither responded back nor contracted him so far. He further stated that the workman does not appear to be interested in continuing with the dispute anymore and, therefore, the dispute may be closed and no dispute award may be given in this case.

3. In view of this application and the statement of the workman representative recorded on oath the no dispute award is given in this case leaving the parties to bear their own costs.

24th April, 1995.

GANPATI SHARMA, Presiding Officer

नई दिल्ली, 30 मई, 1995

का.आ.1747—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीनियर सप्लाइंग डाक घर नैनीताल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-95 को प्राप्त हुआ था।

[संख्या एल-42012/101/91-डी-2(बी)]

बी.एम. डेविड, डैस्क अधिकारी

New Delhi, the 29th May, 1995

नई दिल्ली, 30 मई, 1995

S.O. 1747.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sr. Suptd. Post Office Nainital and their workmen, which was received by the Central Government on 25-5-95.

[No. L-40012/101/91-D-2(V)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SHRI GANPATI SHARMA : PRESIDING OFFICER : CENTRAL GOVT. INDUSTRIAL TRIBUNAL : NEW DELHI

I.D. No. 5/92

In the matter of dispute between:

Shri Puran Lal Verma S/o Shri Mohan Lal Verma
C/o Shri Rajaishwar P. Goyle
117-Chander Nagar Dehradun

Versus

Senior Superintendent of Post Offices,
Nainital Division,
Nainital-263001.

Appearances : None for the parties.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40012/101/91-D-2(V) dated 18-12-91 has referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Sr. Suptd. of Post Offices, Nainital in terminating the services of Shri Puran Lal Verma S/o Shri Mohan Lal Verma w.e.f. 5-6-90 is justified? If not, what relief he is entitled to and from what date?”

2. The case was fixed for the management evidence but none of the parties appeared on the date fixed. They were called several times but neither of the party nor their authorised representative attended the court. It appears that the parties are not interested in pursuing the case. Hence a no dispute award is given in this case. Parties shall bear their own costs of the dispute.

GANPATI SHARMA, Presiding Officer

8th May, 1995.

का.आ. 1748.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम्.डी.ओ.टैलीकॉम धर्मवार्म के प्रबंधन के संबंध में निम्नलिखित औद्योगिक विवाद में औद्योगिक अधिकरण, आन्ध्र प्रदेश के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-95 को प्राप्त हुआ था।

[संख्या एल-40012/19/92-आईआर(डीयू)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, the 30th May, 1995

S.O. 1748.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Industrial Tribunal, Andhra Pradesh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of S.D.O. Telecom Dharmawarm and their workmen, which was received by the Central Government on 22nd May, 1995.

[No. L-40012/19/92-IR (DU)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL-I AT HYDERABAD

PRESENT:

Shri A. Hanumanthu, M.A., LL.B., Industrial Tribunal-I

Dated, the 15th day of March, 1995

Industrial Dispute No. 2 of 1993

BETWEEN

P. Ganganna, S/o P. Ramanna,

Aged about 21 years,

C/o M/s. C. Suryanarayana & P. Bhaskar,

Advocates 1-2-593/50, Srinilayam,

Sri Sri Marg, Gaganmahal,

Hyderabad-29.

.. Petitioner.

AND

1. The Sub-Divisional Officer,

Telecom., Dharmavaram-515672.

2. The District Manager, Telecom.,

Ananthapur-515001.

.. Respondents.

APPEARANCES:

M/s. C. Suryanarayana & P. Bhaskar, Advocates—for the Petitioner.

Sri P. Damodar Reddy, Govt. Pleader for Central Government—for Respondent.

AWARD

This is a reference made under Section 10(1)(d) & (2A) of the Industrial Disputes Act, 1947 (hereinafter called the Act) by the Government of India, Ministry of Labour, by its Order No. L-40012/19/82-IR (DU), dated 18th January, 1993 for adjudication of the Industrial Dispute mentioned in the schedule which reads as follows:—

“Whether the action of the Sub-Divisional Officer, Telecom., Dharmavaram is justified in terminating the

services of Sri P. Ganganna w.e.f. 1st January, 1990? If not, to what relief he is entitled?"

This reference has been registered as Industrial Dispute No. 2 of 1993.

2. On behalf of the Petitioner-Workman P. Ganganna a claim statement has been filed to the following effect. The Petitioner failed in 7th standard examination and due to poverty he discontinued his studies. He registered his name in the Employment Exchange, Anantapur. Coming to know that the first Respondent Divisional Officer Telecom, Dharmavaram was recruiting casual employees, the petitioner offered himself for work and the first Respondent recruited the petitioner and included his name in the Muster rolls and employed him in the working parties of Sri J. Anjaneyulu, Line Inspector, w.e.f. February, 1989. The Petitioner was continuously engaged for a total of 311 days during February, 1989 to December, 1989. Thus he was engaged for more than 240 days in a year. The petitioner's services were verbally terminated w.e.f. 1st January, 1990 for the reason that he was recruited after 30th March, 1985 the date on which the Director General, P&T issued an order prohibiting fresh recruitment and employment of casual mazdoor. The first Respondent has neither given notice nor paid notice period wages in lieu of the notice before he was terminated. Thus the petitioner's services were terminated without complying with the mandatory provisions of Section 25-F as well as the Director General Order dated 1st October, 1984. Hence the termination of the petitioner's services is illegal retrenchment and it is null and void. Moreover, the Director-General's order dated 30th March, 1985 did not envisage termination of the services but envisages their reemployment in other units. Hence the petitioner prays that it may be declared that his termination is illegal and the first Respondent may be directed to reinstate the Petitioner into service with full back wages, continuity of service and with other incidental and consequential benefits.

3. No counter has been filed on behalf of the Respondent.

4. On behalf of the Petitioner workman, W.W.1 is examined and Ex. W1 is marked. The petitioner P. Ganganna got himself examined as W.W.1 and he deposed to the averments in his claim statement. It is in his evidence that he worked as casual labour in the Respondent-Department, Kadiri from 10th February, 1989, that he was removed from service on 31st December, 1989 stating that there was no work to be entrusted to him and he was paid daily wages of Rs. 11.50, that at that time the casual labourers are entitled for the minimum pay of Rs. 32.50 per day, that the Respondent did not issue notice at the time of termination of his services, that no payment in lieu of notice was paid to him and that some of his juniors are still engaged by the Respondent and that he may be reinstated into service. Ex. W1 is the Muster Roll maintained for the services of the workman P. Ganganna as casual labour.

5. On behalf of the Management no oral or documentary evidence has been adduced.

6. The points for consideration are (1) whether the action of the Sub-Divisional Officer, Telecom, Dharmavaram is justified in terminating the services of the workman Sri P. Ganganna w.e.f. 1st January, 1990?

Point 2: To what relief the workman is entitled?

7. Point 1: The workman Ganganna examined as W.W.1 deposed that he worked as Casual Labour in the Respondent-Department from 10th February, 1989 till he was removed from service on 31st December, 1989, that he was paid daily wages of Rs. 11.50 though at that time the casual labourers were entitled for minimum pay of Rs. 32.50 per day and that the Respondent did not issue the notice at the time of termination of his services and no payment in lieu of notice was also paid to him. He also filed the muster roll maintained for his service and the same is marked as Ex. W1. As earlier

stated, no oral or documentary evidence has been adduced on behalf of the Management rebutting the evidence of W.W.1. No counter also has been filed on behalf of the Management in this case. Thus the averments made in the claim statement as well as the testimony of workmen as W.W.1 go unchallenged. As seen from Ex. W1 the Petitioner worked for 311 days during the period from February, 1989 to December, 1989 and he was retrenched w.e.f. 1st January, 1990. The Petitioner comes under the definition of workman as defined in Section 2(s) of the I.D. Act and he has worked for 311 days within a span of 11 months prior to the termination of his services as seen from Ex. W1.

8. Section 2(o) of the Industrial Disputes Act, 1947 defines retrenchment as follows:—

"Retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of the employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
- (c) termination of the service of a workman on the ground of continued ill-health."

Section 25-F of the Industrial Disputes Act, 1947 prescribes the conditions precedent to retrenchment of a workman and it reads as follows:

"Conditions precedent to retrenchment of workman.—No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay (or every completed year of continuous service) or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the Official Gazette)."

Section 25-G of the I. D. Act provides procedures of retrenchment and it reads as follows:—

"Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman."

9. It is in the evidence of the Petitioner that he worked for 311 days before his services were terminated on

31-12-1989. It is settled law that the definition of retrenchment in Section 2(oo) of the I.D. Act is comprehensive one intended to cover any action of the Management to put an end of employment of an employee for any reasons whatsoever vide D. K. Yadav v. I.N.A. Industries Limited [1993 (3) Supreme Court Cases 2591, "L. Robert D'Souza v. Executive Engineer, Southern Railway and Another (AIR 1982 S.C. Page 854)". "Oriental Bank of Commerce v. Presiding Officer, Central Government Industrial Tribunal and ANR." [1994 (II) LLJ page 770 Rajasthan]. In this case the services of the Petitioner-workman were terminated without complying with the provisions of Section 25-F of the I. D. Act. The petitioner-workman in this reference worked for 311 days prior to the termination of his services and as such he is entitled for one month notice in writing indicating the reasons for retrenchment and in lieu thereof he is entitled for wages for the period of the said notice. The petitioner is also entitled for retrenchment compensation, as provided in Section 25-F of the I.D. Act. The petitioner examined, as WW-1 categorically stated that he was neither paid the retrenchment compensation nor given any notice of retrenchment nor paid wages in lieu of notice. Thus there is violation of the provisions of Section 25-F of the I.D. Act. Therefore the retrenchment of the petitioner is bad.

10. Further it is obvious from the evidence on record that the Management also violated the mandatory provisions contained in Section 25-G of the I.D. Act. As earlier stated Section 25-G of the I. D. Act provides the procedure for retrenchment and it lays down that where a workman in any establishment who is citizen of India is to be retrenched and he belongs to a particular category of workman in that establishment, in the absence of any agreement between the employer and employee in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category only, but, for reasons to be recorded the employer can retrench any other workman. It is in the evidence of WW-1 that Veeranarayana Mahaboob Pasha, Mastanwali were juniors to him and that they were allowed to continue to work in the Respondent. Thus while retrenching the petitioner, his juniors were allowed to continue to work in the Respondent-Department. As such the retrenchment of the petitioner is also bad as it is contrary to the statutory provisions under Section 25-G of the I. D. Act.

11. In the light of my above discussion, I hold on Point No. 1 that the action of the Sub-Divisional Officer, Telecom-Dharmavaram in terminating the services of the workman P. Ganganna w.e.f. 1-1-1990 is not justified.

12. Point No. 2.—It is now well settled that if the services of an employee are terminated in violation of Section 25-F of the I.D. Act the order of termination is rendered as ab initio void and the employee would be entitled to be continued in service along with his back wages vide Gammon India Ltd. v. Niranjani Dass [1984 (I) S.C. page 509] and Narotham Chopra v. Presiding Officer, Labour Court and Others [1988 (4) SLR page 388]. But in the instant case, there is abnormal delay in making the reference to this Tribunal. This reference has been made by the Government of India, Ministry of Labour, by its Order dated 18-1-1993. No explanation is forthcoming for the said abnormal delay. Further the workman examined as WW-1 also did not say specifically that he was un-employed throughout i.e. from the date when his services were terminated i.e. 1-1-1990. In the absence of positive evidence on behalf of the workman, it cannot be said that he was not gainfully employed from the date of termination of his service. Considering the circumstances in this case, it will meet the ends of justice if the workman is awarded reinstatement with back wages from the date of making this reference i.e. 18-1-1993 by the Government of India.

13 The learned counsel for the Petitioner submits that during the period the workman worked as casual labour, he was paid wages at Rs. 11.50 per day though he was entitled at the rate of Rs. 32.50 per day and that this Tribunal may direct the Respondent to pay the difference of wages for that particular period during which the workman worked in the Respondent. There is much force in this contention. In Daily rated casual labour employed under Post and Telegra-

phic Department through Bhartiya Dak Tar Mazdoor Manch Vs. Union of India and others (AIR 1987 S.C. page 2342) their Lordships have categorically held that denial of minimum pay in pay scale of regularly employed workman to workers employed as casual labour in Post and Telegraphs Department amounts to exploitation of labour and they are entitled to minimum pay in the pay scales of regularly employed workman. Their Lordships observed thus:

"The State cannot deny to casual labourers at least the minimum pay in the pay scales of regularly employed workmen even though the Government may not be compelled to extend all the benefits enjoyed by regularly recruited employees. Such denial amounts to exploitation of labour. The Government cannot take advantage of its dominant position and compel any worker to work even as a casual labourer on starving wages. It may be that the casual labourer has agreed to work on low wages. That he has done because he has no other choice. It is poverty that has driven him to that state."

Further the Supreme Court directed the Government and other authorities to pay wages to the workmen who are employed as casual labourers belonging to the several categories of employees in the P&T Department at the rate equivalent to minimum pay in the pay scale of the regularly employed workers in the corresponding cadres but without any increments. Basing on this judgement of Supreme Court, the Director General, Telecom issued letter No. O-13/87 Rates dated 23-3-1988 to the General Manager, Telecom, Hyderabad directing that all the casual labourers engaged on casual basis have to be paid wages worked out on the minimum pay in the pay scales of regularly employed workers in the corresponding cadre but without any increments w.e.f. 5-2-86 and that the casual labourers will also be entitled to T.A., A.D.A. if any, on the minimum pay scales. But in spite of the said direction, the workmen under this reference though engaged in February, 1989 he was not paid on the basis of the minimum pay in the pay scale of regularly employed workers. According to the workman he was paid only Rs. 11.50 per day while he was entitled to Rs. 32.50 per day. Therefore, the Petitioner-workman is also entitled for the difference of pay for the period he worked during February 1989 to December, 1989.

14. In the light of my above discussion, I hold on Point No. 2 that the Petitioner-workman is entitled for reinstatement forthwith and with back wages from 18-1-1993 and with continuity of service and that the petitioner is also entitled for the difference of pay worked out on the basis of the minimum pay in the pay scale of regularly employed workers in the corresponding cadres but without any increments.

15. In the result, Award is passed directing the Respondent to reinstate the petitioner forthwith and the petitioner is also entitled for back wages with continuity of service from 18-1-1993. The Respondent is also directed to pay the difference of wages to the petitioner worked out on the basis of the minimum pay in the pay scales of regularly employed workers in the cadre and the actual wages the petitioner had received for the period he worked with the Respondent from February 1989 to December 1989. The Respondent is directed to pay the arrears within a period of six months from the date of this Award failing which the arrears amount will carry interest at 12 per cent P.A.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 15th day of March, 1995.

A. HANUMANTHU, Industrial Tribunal-I

Appendix of Evidence

Witnesses Examined for the Petitioner:

W.W.1—P. Ganganna

Documents marked for the Petitioner:

Book of working days particulars.

Documents marked for the Respondent: Nil.

Witnesses Examined for the Respondent:

Nil

नई दिल्ली, 30 मई, 1995

का.प्र. 1749—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार एम डी ओ टेलीकॉम करीम नगर के प्रबंधक के सम्बद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण आन्ध्र प्रदेश के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-95 को प्राप्त हुआ था।

[संख्या एन-40012/142/92-आईआर(डी०यू०)]

बी.एम. डेविड, डेस्क अधिकारी

New Delhi, 30th May, 1995

S.O.1749—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Andhra Pradesh as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of SDO Telecom, Karimnagar and their workmen, which was received by the Central Government on 22-5-95.

[No. L-40012/142/92-IR (DBU)]

B.M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL HYDERABAD

Present :— Sri A. Hanumanthu, M.A., LL.B.,
Industrial Tribunal-I

Dated : 16th day of March, 1995

INDUSTRIAL DISPUTE No. 12 OF 1994 BETWEEN

P.Lakshminarayana, S/o Rajaiah, aged about
30 years, retrenched Casual Mazdoor under the res-
pondent herein. ---Petitioner

AND

The Sub-Divisional Officer, Telecom, Karimnagar
505002. ---RESPONDENT

APPEARANCES

M/s. C. Suryanarayana, P. Bhaskar & R. Yogender
Singh. Advocates for the Petitioner.

Shri P. Demodhar Reddy, Govt. Pleader, Central
Government for the Respondent.

AWARD

This is a reference under section 10(1) (d) & (2A) of the Industrial Disputes Act, 1947 (hereinafter referred to as the Act) made by the Government of India Ministry of Labour, by its Order No. L-40012/142/92-IR(DU), dt. 21-1-94 for adjudication

of the dispute mentioned in the schedule which reads as follows :

“Whether the action of the management off SDO (T), Karimnagar in not regularising Shri Laxminarayanan is legal & justified p. If not to what relief the workman is entitled to”

The said reference has been taken on file as Industrial Dispute No. 12 of 1994.

2. On behalf of the Petitioner-Workman Sri P.Laxminarayana, a claim statement has been filed to the following effect :— The Petitioner was initially recruited and employed as casual mazdoor by the Respondent w.e.f. 22-12-1982. During the period from December, 1982 to August 1983 he was employed for 227 days, from July 1984 to May 1985 the Petitioner was employed for 249 days. Subsequently during the period from October, 1985 to July, 1986 he was employed for 162 days. He was not employed during September 1983 to June 1984 and June 1985 to September 1985 either due to cessation of work for departmental reasons for non-availability of work for juniors like him and all the while his name was included in the Muster rolls. From July 1986 the Petitioner fell sick due to Cystitis, Chronic Urinary Tract infection and he was bed ridden. He took treatment under the supervision of Dr. Raghupathi Rao, Civil Assistant Surgeon, Government Head Quarters Hospital, Karimnagar Till 5-7-1991. On 15-7-1991 the Petitioner approached the Respondent therein, substituted a representation along with the Medical Certificate issued by the said Civil Assistant Surgeon and sought for reinstatement into service and for providing him with employment. But the Respondent by his letter dt 30-7-1991 rejected the Petitioner's representation on the ground that casual mazdoor will be employed whenever there is work and it is not binding on the employer to provide work whenever he desires or whenever he is fit. The Respondent failed to take cognizance of the fact that the workman was employed for more than 240 days during 20-7-1984 to 31-5-1985. No notice was served on the petitioner proposing to remove him from the rolls nor was such notice published either on the notice board or in the newspapers. The Respondent should have conferred temporary status pending regularisation of his services and his name should also have been shown in the combined seniority list of casual mazdoors in Karimnagar Telecom District in view of the orders of the D.G. Telecom, dt. 17-10-1988. Hence the Petitioner prays that he is entitled to be reinstated into service with full back wages from the date of retrenchment till his reinstatement, continuity of service and protection of seniority and for consequential reliefs.

3. On behalf of the Respondent no counter has been filed.

4. On behalf of the Petitioner-Workman, W.W.1 is examined and Ex-W.1 is marked. The Petitioner-workman got himself examined as W.W. 1 and he deposed to the averments in his petition. It is in his evidence that he was engaged as casual labour in the Respondent- Department at Husnabad, that he worked from December, 1982 to August 1983 when he was removed from service stating that there is no work that again he was taken into service in July 1984 and his services were terminated in May 1985 and during this period he was in service for 249 days and that he was taken into service once again in October 1985 and his services were terminated in July 1986 and during this period he worked for 185 days, that he did not join service after 1986 as his health did not permit him, that in 1991 he approached the Respondent to take him back into service after recovery of his health and that the Officers refused to take him into service stating that there is no work available to be entrusted to him and that he produced the Medical Certificate to the Authorities. He also produced the Muster Roll Ex. W.1 maintained in respect of his services. He also deposed that no notice was issued to him and no payment was made in lieu of notice.

5. On behalf of the Management, Sub-Divisional Engineer, Karimnagar is examined as M. W.1. He deposed that the workman P. Laxminarayana worked as casual mazdoor from 1982 to 1986 but he did not complete 240 days in a year that the workman has absconded from duty for 5 years, that he was disengaged from service, that once again he has been taken back to duty after receipt of the notice in this reference i.e. I.D. No. 12 of 1994 and that when the work is there then only a casual labour will be taken into duty and he will be disengaged if the work is completed and that the Petitioner Laxminarayana is not entitled for back wages. In his cross examination M.W.1 stated that no notice was given to the Petitioner when he was disengaged and that there are departmental rules to be followed for termination of the services of casual mazdoors.

6. (1) The points for consideration are : (1) whether the workman P. Laxminarayanan is entitled for regularisation of his services with effect from 22-12-1982 as claimed by him ?

(2) To what relief the workman is entitled ?

7. POINT (1):—It is in the evidence of W.W.1 that he was engaged as casual labour in the Respondent at Husnabad, that he worked as casual mazdoor from December, 1982 to August 1983 that he was removed from August 1983, that again he was taken into service in July 1984, that his services were terminated again in May 1985, that he was taken back into service in October 1985 and his services were terminated again in July 1986, and that he did not

join service after 1986 as his health did not permit him, and that in 1991 he approached the Respondent and requested to take him back into service after recovery from his illness, that the Officer refused to take him into service stating that there is no work available to be entrusted to him. It is in the evidence of M.W.1 that the workman never worked for more than 240 days in a year, that the workman had absconded from duty for five years from 1986 to 1991, that after receiving the notice in this case, the workman was taken back into service and he is continuing in service till now and that the petitioner is not entitled for back wages. Ex. W.1 is the muster roll maintained with respect to the days of work done by the Petitioner. As seen from this document the Petitioner-Workman worked intermittently from December, 1982 to July, 1986. He worked for 10 days in 1982, for 227 days during the year 1983, for 166 days during the year 1984, for 163 days during the year 1985 and for 92 days in the year 1986. Thus the Petitioner has not worked for 240 days in any year. It is not disputed that the petitioner come under the definition of 'workman' as defined under Section 2(s) of the I.D. Act.

8. The learned counsel for the Petitioner submits that the Petitioner-Workman worked continuously from 22-12-1982 to July 1986 with absence now and then, that the Petitioner fell sick during the period from July 1986 to July 1991, that inspite of his long absence the Petitioner was not given any notice, that his name was not removed from the Respondents rolls, that as the petitioner had put in 240 days during the period from July 1984 to May 1985 within a span of one year, the retrenchment of the petitioner is bad as the provisions under Section 25-F of the I.D. Act have not been complied with. It is true that no counter has been filed on behalf of the Respondent-Management denying the averments made in the claim statement of the petitioner. But at the time of enquiry, on behalf of the Management, Sub-Divisional Engineer is examined as M. W.1 and it is in his evidence that the petitioner never worked for 240 days in any year and that the Petitioner voluntarily absconded from duty for five years from 1986 to 1991.

9. Section 2(00) of the Industrial Disputes Act, 1947 defines retrenchment as follows :—

“Retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) Voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

- (b) termination of the service of the workman as a result of the non-renewal of the contract of the employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein, or
- (c) termination of the service of a workman on the ground of continued ill-health.”

Section 25-F of the Industrial Disputes Act, 1947 prescribes the conditions precedent to the retrenchment of workman and it reads as follows:—

“Conditions precedent to retrenchment of workmen:—No workmen employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until:—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay (or every completed year of continuous service) or any part thereof in excess of six months, and
- (c) notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by notification in the official Gazette.)”

10. Admittedly the Petitioner-workman worked intermittently during the period from December, 1982 to July 1986. It is also admitted that he did not attend to duty continuously for five years from July 1986 to July 1991. It is the case of the Petitioner that he was bed-ridden and due to ill-health, he could not attend for duty. Further as seen from Ex. W1 the Petitioner worked for only 10 days during 1982, for 227 days during 1983 for 166 days during 1984, for 163 days during 1985 and 92 days during 1986. Thus he never worked for 240 days continuously in any calendar year of 12 months. The conditions precedent for effecting retrenchment of workman as contained in Section 25-F of the I.D. Act are applicable only for retrenchment of a workman who was in continuous service for not less than one year. Section 25-B of the I.D. Act defines the

continuous service. The Petitioner's service does not come within the definition of “continuous service for one year”, as defined in Clause (1) of Section 25-B of the I.D. Act. He also does not come within definition of deemed to be in continuous service of one year” as defined in Sub-Section (2) of Section 25-B of the I.D. Act. Under Sub-Section (2) of Section 25-B of the I.D. Act the workman shall be deemed to be in continuous service under the employer for a period of one year if the workman worked during the period of 12 calendar months preceding the date of termination to which calculation is to be made as actual working under the employer not less than 120 days in the case of workmen employed below ground and 240 days in other cases. According to the respondent, the petitioner was retrenched from service in the month of July 1986 as he failed to attend for duty. Therefore, the calculation of one year period has to be made preceding July 1986. As seen from Ex. W1, it comes to 162 days within 12 months preceding July, 1986. I am unable to agree with the contention of the learned counsel for the Petitioner that the period from July 1984 to May 1985 wherein he worked for 249 days should be taken into consideration while calculating the period of 12 months. Such calculation is against the statutory provisions of Section 25-B of the I.D. Act. Thus the petitioner has not worked for 240 days within the 12 months preceding July 1986 when he was retrenched from service. Therefore, while retrenching the services of the Petitioner, the Management need not follow the mandatory provisions under Section 25-F of the I.D. Act. Thus the retrenchment of the Petitioner without compliance of the provisions of Section 25-F of the I.D. Act is not illegal. Therefore, the Petitioner is not entitled for regularisation of his service. Point (1) is thus decided accordingly in favour of the Respondent and against the petitioner.

11. POINT (2) It is in the evidence of M.W1 that subsequent to the notice received under this reference, the Management has taken the Petitioner back into service and he is still continuing in service. In spite of my finding on Point (1) that the petitioner is not entitled for regularisation of his services w.e.f. 22-12-1982 as claimed by him, the Management shall continue his services as he has been taken back into service once again. But the Petitioner is not entitled for regularisation of his service, for continuity of service or for back wages for the period of the service which he had already put in. The present appointment of the petitioner shall be taken as fresh appointment for all purposes.

13. In the result, Award is passed stating that the petitioner-workman is not entitled for regularisation

of his service with effect from 22-12-1982 as prayed for. But the present appointment of the Petitioner shall be taken as fresh appointment for all purposes. Reference is thus answered. Parties are directed to bear their own costs in this reference.

Dictated to the Stenographer transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 16th day of March, 1995.

A HANUMANTHU, Industrial Tribunal-I

Appendix of Evidence

Witnesses Examined for Petitioner:	Witnesses Examined for Respondent:
W.W1 P.Laxminarayana	M.W1 M. Rajagopal Singh

Documents marked for the Petitioner:

Ex.W1 Muster Roll maintained with reference to the particular of work done by the petitioner.

Documents marked for the Respondent

NIL

नई दिल्ली, 30 मई, 1995

का. अ. 1750.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पोस्ट आफिस के प्रबन्धन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 22-5-95 को प्राप्त हुआ था।

[संख्या एल - 40012/30/92 - आई आर (डीयू)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 30th May, 1995

S. O. 1750.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Madras. As shown in the Annexure, in the industrial dispute between the employers in relation to the management of Post Office and their workmen, which was received by the Central Government on 22-5-95.

[No. L-40012/30/92-IR(DU)]
B. M. David, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL, TAMIL-NADU, MADRAS

Wednesday, the 29th day of March, 1995

Present:

THIRU K. PONNUSAMY, M. A. B. L.,
INDUSTRIAL TRIBUNAL.

INDUSTRIAL DISPUTE NO. 11/1993

(In the matter of the dispute for adjudication under Section 10 (1) of the Industrial Disputes Act, 1947 between the Workman and the Management of Supdt. of post offices, Trichirapalli).
Between

Shri R. Sundaramoorthy,
Nagalkuzhi,
Vairankaval,
Trichi Distt., 621 806.

AND

The Supdt. of post offices,
Tiruchirapalli Division,
Tiruchirapalli 620 001.

REFERENCE: Order No. L-40012/30/92 IR(DU),
dated 18-1-93, Ministry of Labour, Govt. of India,
New Delhi.

This dispute coming for final hearing on Thursday, 9th day of March, 1995, upon perusing the reference claim and counter statements and all other material papers on record and upon hearing the arguments of Miss. Jothivani, Advocate appearing for the workman and of Thiru T. K. Rajeswaran, Additional Standing Govt. Counsel appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following

AWARD

This reference has been made for adjudication of the following issue:

"Whether the action of the Supdt. of post offices, Trichirapalli, in terminating the services of Sh. R. Sundaramoorthy, w. e. f. 18-3-90 is justified? If not, what relief he is entitled to?"

2. The case of the petitioner briefly stated is as follows:

The petitioner was working as Extra Departmental Delivery Agent and Mail Carrier at Nagalkuzhi Branch office attached with Varainkaval SubOffice under Supervision of the Respondent. The petitioner was appointed on 27-9-1988. He is a fully qualified

person to hold the post of Extra Departmental Delivery Agent and Mail Career as per the Rules. The petitioner is a 8th standard qualified person and is a native of Nagal Kuzhi who is having independent source of income. At the time of selection for appointment his name was sponsored by the Employment Exchange, Tiruchirapalli, and since he was found more suitable to hold the post, he was selected and appointed as E D D A & M L at Nagal Kuzhi branch office from the date of his appointment 27-9-1988 till 18-3-1990 he had rendered his duties without any blemish and had rendered a continuous service of 640 days (Six hundred and forty days) without any break. To his shock and surprise on 18-3-1990 he was sent out of the department orally and his services were terminated on 18-3-1990. He was neither issued with an order of termination stating any reason nor given any prior notice before his termination as required by law. The oral termination of his services as Extra Department Delivery Agent on 18-3-90 is without any basis either on law or on facts. His termination is abinitio voids against the principles of natural justice and is violative of Art.-14 and 16 of the Constitution of India. If at all respondents want to terminate the services of the petitioner they are duty bound to give reasons for his termination and in the absence of giving any reason, the act of the first respondent is abinitio void and he is entitled to continue his services in the department. He was neither informed of his termination earlier nor given one month's notice or pay to which the petitioner is entitled before his termination as per Sec. 25(F) of the I.D. Act, 1947. He was informed of his termination on 18-3-1990 and was compelled to handover the charge which action is violative of Sec. 25.F of the I.D. Act, 1947. The Act of the first respondent terminating his service is against the Law of Natural justice. His services were utilised by the department for their need for nearly 600 and 40 days but terminated his services without giving any reasons, notice of compensation or alternate appointment. As required under the law of Natural justice, if an Act affects a person against who man action is imposed there is a need to give explanations or sought for explanations. In this instant case the norms prescribed under the law of natural justice have been violated infringing his rights by not giving an opportunity to explain his case or state his defence. Thus the act of the respondents has placed him in hardship and economy death by terminating services all of a sudden without giving any prior notice. His last drawn salary is Rs. 650/- p.m. Since he was terminated from the service on 18-3-90 by the 1st respondent and no formal order of termination was passed and since he was not served with any notice as envisaged by the Industrial Disputes Act, before discharging him from service. He raised a dispute G/S.2(A) before the Labour Officer (Central) Madras. The respondent

also have filed counter before the Labour Officer. The respondent in their counter stated that he was selected for provisional appointment only and was not selected for any regular appointment and also stated that it is not necessary to intimate reasons of termination at any time without any notice or assigning reason, and the respondents are governed by the statutory E.D.A. (Conduct and Service Rules) 1964 issued by the Director General of Posts, who is the Rule making authority who derives the power to frame the rules as per the relevant provisions of Indian Post Office Act. The appointment, regularisation, and terminations E.D. Agents are governed by the relevant provisions of E.D.A. (C&S) Rules, 1964 and further says that the E.D. Agents are governed by the provisions of I D Act, as they has been held as Civil Servants vide Civil Appeal 576 of 1982 of the Supreme Court. They are entitled for the due protection as the Civil Servant. Therefore they would not be entitled for two clauses of protection both under I.D. Act as well as Protection as Civil Servant. The Counter further says that it is not necessary to furnish reasons of termination as the services will not require can be terminated for administrative reasons. I.D. Act, is the parliamentary enacted Act which gives protection to the workman. He is the workman under Sec. 2(s) of Act. Also the Postal department has been held as an Industry by several judgements of the Supreme Court and thus as an employee of the Postal Department, he is entitled for the protection under the I.D. Act. No administrative exigency also necessitated the first respondent to terminate his services. The Labour officer published the conciliation failure report vide his file No. 8 (63)/91-D3,M. The action of the 1st respondent in discharging his service on 18-3-1990 without issuance of any notice amounts to termination of service illegally. The non-compliance of the provisions of sec. 25-F of the I.D. Act has resulted the termination of his services from 18-3-1990 as void abinitio. The termination of his services is only due to non application of mind and favouritism which amounts to unfair labour practice. His termination of service is contrary to all norms and principles. It is prayed that this Court may be pleased to pass an award holding that his non-employment from 18-3-1990 is illegal and consequently direct the respondents to reinstate him in service with all other attendant benefits and award costs.

3. The defence of the respondent briefly stated is as follows :—The petitioner was employed on the provisional basis as EXA /MC Nagalkuzhi. He was not selected for any regular appointment. In fact, Memo No. PF/EDDA/Nagalkuzhi/88 dated 26-9-88 would show that the appointment was a provisional one and liable for termination vide Proviso thereof the said in paras 2 and 3 of Memo. The petitioner's

appointment was only on provisional basis. Therefore his appointment was terminated on 19-3-90 F.N. as per Provisional Appointment Order. It was made clear in the 2nd paragraph of the said Order, wherein it is stated that the appointment was valid and only till a regular appointment was made and that the provisional appointment would be terminated when a regular appointment was made. Hence the petitioner cannot claim for any alternative appointment in consequence of the termination of the Provisional appointment. The contention of the petitioner, that he was sent out of the Department orally is not correct, since he was relieved properly vide Charge report duly signed by him on 19-3-90 F.N. The respondent's department is guided and governed by Statutory (EDDA) (Conduct and Service) Rules, 1964 issued by Director General of Post, who is Rule making authority in this regard. The said authority derives the power to frame the Rules as per relevant Provisions of Indian Post Office Act. The appointment, regularisation and termination of ED Agents are governed by the relevant provisions of EDDA (Conduct and Service) Rules, 1964 ED. Agents are not governed by the Provisions of I.D. Act as they had been held as Civil Servants vide Civil Appeal 576/82 of Supreme Court of India it has been held that they are entitled to due protection as a Civil Servant. Therefore they would not be entitled for two clause of protections both under Industrial Disputes Act as well as protection as Civil Servants. It is not necessary to intimate reasons of termination as the appointment was only Provisional liable for termination at any time without notice of assigning reasons and these terms have been accepted by the petitioner at the time of offer of the job. It is not necessary to give one month notice or to pay one month salary as per Section 25(f) of I.D. Act. I.D. Act itself is not applicable to the petitioner. There is no violation of law of natural justice. It is not necessary to furnish reasons for termination, as the services when not required, can be terminated for administrative reasons. This principle has been upheld in the case of *A. Shanthakumari Vs. Regional Director of Postal Services and others* 1982 (2) SLJ AP 173 (AP) and *P. Radha Vs. P.M.G. Kerala* (1987) 4 ATC 734 Madras Bench. The action of the first respondent for discharging the petitioner's services on 18-3-90 is not illegal. It is prayed that this Tribunal may be pleased to dismiss the petition as totally devoid of merits and opposed to the principles of law.

4. The Issue for decision is:

"Whether action of the Supdt. of Post Offices Trichirapalli, in terminating the services of Shr

R. Sundaramoorthy, w.e.f. 18-3-90 is justified? If not, what relief he is entitled to?"

5. The Issue: The petitioner was provisionally appointed as Extra Departmental Delivery Agent and Mail Carrier at Nagarkuzhi branch office attached to Varankaval Sub Office under the Supervision of the first respondent subject to certain terms. One such term is that his services are liable to be terminated without notice and without assigning any reason and will be governed by Extra Departmental Agents (Conduct and Service) Rules, 1964 as amended from time to time and all other rules and orders applicable to Extra Departmental Agents. The petitioner accepted the appointment subject to the terms. The petitioner has categorically accepted those terms. The minimum qualification for the said post is 6th standard. The qualification of the petitioner is 8th standard. He was sponsored by the Employment Exchange, that he wrote written examination, that he attended viva-voce, and that he has independent source of income and he belongs to that area are not germane to the issue in dispute. His appointment was till a regular employee is appointed and as such the question of conducting domestic enquiry and giving opportunity to the petitioner to put forth his case, are unwarranted. The dispute is an Industrial Dispute. His services come within the meaning of Section 2(j) of the Industrial Disputes Act, is held in 1978 2 SCC P 213 BANGALORE WATER SUPPLY AND SEWERAGE BOARD Vs. A. RAJAPPA & OTHERS. Industrial Disputes Act applies to the present Industrial dispute. So, this Tribunal has got jurisdiction to adjudicate the dispute, is held in 1988 1 SCC p 681 Rajaram Kumar Bhargava by LRS Vs. Union of India. The contention of the respondent that one month salary in lieu of notice is not given to him. The order of appointment does not contemplate notice and as such he cannot have any valid grievance that one month salary in lieu of one month notice is not given to him. The learned counsel for the petitioner draw the attention of this Tribunal to the award dated 9-5-94 passed in I.D. No. 82/92 on the file of this Tribunal to support his contention that the termination of his services is illegal and void ab initio. In that case, the appointment was not made for a particular period. In the present case, the appointment of the petitioner is till a regular employee is appointed. So, the aforecited case has no application to the facts of the case on hand. Termination of his services without giving an opportunity is illegal and void is held in 1991 1 SLJ CAT R. RALATHI Vs. S.D.I. Post Offices, Harippad & 3 others (Ernakulam). In the aforecited case, appointment of the employee was provisional and the termination of his services was on administrative grounds and some irregularities in selection proceedings. In the instant case, there is no provision to

give an opportunity to the petitioner to defend and put forth his case. So, the aforesaid case is of no assistance to the petitioner. The termination of the services of petitioner is just, proper, legal and valid. For the foregoing reasons, this Tribunal comes to the irresistible conclusion that the action of the Superintendent of Post Offices, Trichirappalli in terminating the services of Sh. R. Sundaramoorthy, w.e.f. 18-3-90 is justified and the question whether the petitioner is entitled to any relief does not arise for consideration. The first part of the issue is found in the affirmative and the second part of the issue accordingly.

In the result, an award is passed negating the claims of the petitioner. No costs.

Dated, this the 29th day of March, 1995.

THIRU K. PONNUSAMY Presiding Officer
WITNESSES EXAMINED

For Workman:

W.W. 1 : Thiru R. Sundaramoorthy.

For Management : None

DOCUMENTS MARKED

For Workman:

Ex.W-1/26-9-88: Appointment order issued to Petr. worker Thiru R. Sundaramoorthy (Xerox copy).

W-2/14-5-90: Representation by Petitioner-workman to the Management (Xerox copy).

W-3/5-6-90 : Office Order (Xerox copy).

W-4/7-12-90 : Representation by Petitioner-workman to the Management (Xerox copy).

W-5/27-5-91 : 2. A petition filed by the Petitioner-workman before the Commission of Labour, Madras (Xerox copy).

W-6 : Parawise comments on the petition filed by the Petitioner-workman before the Commissioner of Labour, Madras (Xerox copy).

For Management:

Ex.M.1/27-9-88 : Assuming Charge report of the Petitioner-worker (Xerox copy).

M.2/19-3-90 : Handing Over Charge report of Petitioner-workman (Xerox copy).

M-3/3-8-94 : Office Memo (Xerox copy).

नई दिल्ली, 30 मई, 1995

का. आ. 1751.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, विहिवल फैक्ट्री, जबलपुर के प्रबन्धतंत्र से संबंधित निमोजकों और उनके कर्मचारों के बीच, अतुल्य में विनिर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के

पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-95 को प्राप्त हुआ था।

[संख्या एल-42012/159/86-डी II (बी)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 30th May, 1995

S.O. 1751.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Vehicle Factory, Jabalpur and their workmen, which was received by the Central Government on 24-5-1995.

[No. L-42012/159/86-D.II (B)]
B. M. DAVID, Desk Officer.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP).

CASE REF. NO. CGIT/LC(R)(133)/1988.

BETWEEN

Shri Shyam Lal S/o Shri Maiku, House No. 165, Prem Nagar, Jabalpur (MP).

AND

The General Manager, Vehicle Factory, Jabalpur (MP).

PRESIDED IN . By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : Shri A. K. Shasi, Advocate.

For Management : Shri S. S. Jha, Advocate.

INDUSTRY : Vehicle Factory Distt. Jabalpur (MP).

Dated : May 10, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-42012/159/86-D.II(B) Dated 7-12-1988, for adjudication of the following industrial dispute :

THE SCHEDULE

"Whether the action of the management of Vehicle Factory, Jabalpur in terminating services of Shri Shyam Lal, Fitter 'C' Grade Vehicle Factory, Jabalpur with effect from 22-1-86 is justified? If not, what relief the workman concerned is entitled to?"

2. Admitted facts of the case are that Shri Shyam Lal was working as Fitter 'C' Grade in the Vehicle Factory, Jabalpur. He was issued charge-sheet dated 4-2-1983 for committing misconduct of the theft of 24 nos. of Drills; that Shri R. K. Jain was appointed as the Enquiry Officer and the services of the workman were dismissed vide order dated 22-1-1986. It is also not in dispute that Shri Shyam Lal has died on 4-10-1993 and that the application filed by the legal representative of late Shyam Lal was allowed.

3. Case of the management is that on 24-12-1982 the Security Officer of the Vehicle Factory, Jabalpur reported that during mustering out time Shri Shyam Lal, Fitter (Auto) was directed by the Security Staff for a rigorous search but Shri Shyam Lal instead of giving the search van to the Cycle Stand and he was caught and brought to the Gate; that on search 24 nos. of Drills of different size were recovered from his possession which was hidden in his both legs below the knees of the workman; that the statement of the workman was recorded and the workman admitted the theft of the property of the Vehicle Factory and that the domestic enquiry was conducted against the workman and after full opportunity to defend the case to the workman, the workman was found guilty of gross misconduct and he was dismissed from the service.

4. The case of the workman is that false charge was cooked up against the workman and the Enquiry Officer has not provided the required opportunity to the workman to defend the case and in spite of various contradiction in the statement of witnesses, the Enquiry Officer has given perverse findings that the charges were proved. It is alleged that the punishment is highly disproportionate and looking to the past good conduct of the workman he be reinstated with back wages.

5. Following are the issues framed in the case.

ISSUES

1. Whether the enquiry is just, proper and legal?
2. Whether the management is entitled to lead evidence before this Tribunal?
3. Whether the charges of misconduct are proved on the facts of the case?
4. Whether the punishment is proper and legal?
5. Relief and costs.

FINDINGS :

6. Issue No. 1 & 2 : The workman has admitted the documents relating to the domestic enquiry and from the perusal of the order sheet dated 30-11-1994 it is clear that the workman has further admitted the validity of the domestic enquiry. Consequently, Issue No. 1 & 2 are answered accordingly in favour of the management.

7. Issue No. 3 : From the statement of the management witnesses, S. R. De. Durban and R. K. Srivastava, Security Officer, it is clear that the workman left the place when the Security Officer expressed the desire to make a search and later on he was caught and brought to the Security Gate where 24 nos. Drills were recovered from his possession hidden inside his socks. Management witness, Narbada Prasad, has proved that the workman made confession of his guilt. Finding of the learned Enquiry Officer holding the workman guilty of committing theft of the property of the Vehicle Factory, Jabalpur is just and proper and is hereby confirmed.

8. Issue No. 4 : Learned Counsel for workman has argued that on account of the death of Shri Shyam Lal, workman concerned, his widow and children are suffering hardship and as such an order be passed as that the widow and legal heirs of the workman can survive on the pension of the workman. The theft of the articles from defence organisation is a matter of concern. Such misconduct needs exemplary punishment of detrimental nature. Management has already shown undue indulgence and favour to the workman by not reporting the matter to the police for trial and imprisonment by the criminal court.

9. However, it is observed in the case of Employees Union Vs. C.N.S. Vellore [1988 SCR (L&S) 853] that the Tribunal does not act as a Court of appeal and substitute its own judgment for that of management and that attempt should be made by the Court to sustain the award as far as possible unless there is clear case of want of good faith, unfair labour practice or that the finding is baseless or perverse.

10. In view of the gross misconduct, management has rightly dismissed the workman.

11. Issue No. 5 : The action of the management in terminating Shri Shyam Lal from service is held justified. Workman or legal heirs are not entitled for any relief whatsoever. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer.

नई दिल्ली, 31 मई, 1995

का. आ. 1752.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस. डी. ओ. फोनस, निजामाबाद के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-95 को प्राप्त हुआ था।

[संख्या एल०— 40012/180/93 - आर आई (डीयू)]
बी. एम डेविड, डेस्क अधिकारी

New Delhi the 31st May, 1995

S.O. 1752.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Industrial Tribunal, Hyderabad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SDO Phones, Nizamabad and their workmen, which was received by the Central Government on 26-5-95.

[No. L-4012/180/93-IR(DU)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT
HYDERABAD

PRESENT :

Sri A. Hanumanthu, M.A.L.L.B.,
Industrial Tribunal-I.

Dated : 6th day of April, 1995
Industrial Dispute No. 26 of 1995

BETWEEN

Sri D. Sayulu, C/o Sri Ch. Kumar,
5-90/13-A Near Green Hotel,
HMT Road, Chiral, Hyderabad-4.

.. PETITIONER

AND

The District Engineer,
Telecom, Nizamabad-503050.

.. RESPONDENT

APPEARANCES : NIL.

AWARD

This is a reference under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 made by the Government of India, Ministry of Labour by its Order No. L-40012/180/93/IR(DU), dt. 24-12-94 for adjudication of the dispute annexed to the schedule which reads as follows :—

“Whether the management of Sub-Divisional Officer Phones, Nizamabad is justified in terminating the services of Sri D. Sayulu with effect from 11-7-87? If not what relief he is entitled to ?”

This reference has been registered as Industrial Dispute No. 26 of 1995. Both the parties were served with notices.

2. Both the parties received notice and both of them remained absent inspite of notices served on them. Hence they are set exparte and as they are not interested to prosecuting the case. I hold that the parties are not entitled to any relief and the reference is terminated.

Typed to my dictation, given under my hand and the seal of this Tribunal, this the 6th day of April, 1995.

A. HANUMANTHU, Industrial Tribunal

नई दिल्ली, 31 मई, 1995

का. आ. 1753.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार डिविजनल इंजीनियर टेलीकोम काडिल केवल प्रोजेक्ट, हैदराबाद के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक

अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 26-5-95 को प्राप्त हुआ था।

[संख्या एल.- 40012/50/93 - आई आर (डी यू.)]
बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 31st May, 1995

S.O. 1753.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of Central Government Industrial Tribunal, Hyderabad. As shown in the Annexure, in the industrial dispute between the employers in relation to the management of Divisional Engineer, Telecom, Coaxial Cable Project, Hyderabad and their workman, which was received by the Central Government on 26-5-95.

[No. L-40012/50/93-IRC(DU)]

B. M DAVID, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT
HYDERABAD.

PRESENT :

Sri A. Hanumanthu, M.A., L.L.B., Industrial
Tribunal-I

Dated: 21st day of April, 1995.
Industrial Dispute No. 35 of 1994.

BETWEEN :

Sri Ch. Mallikarjuna Rao,
S/o Multhaiah, Chalavada Post,
Tenali Tq. Guntur District. PETITIONER

AND

The Divisional Engineer,
Telecom, Coaxial Project,
Hyderabad. RESPONDENT.

APPEARANCES:—

M/s. C. Suryanarayana and R. Yogender Singh,
Advocates for the Petitioner.
Sri P. Damodar Ready, Advocate for the Res-
pondent.

AWARD

This is a reference made under Section 10(1)(d) & (2A) of the Industrial Disputes Act, 1947 (hereinafter called the Act) by the Government of India, Ministry of Labour by its Order No. L-40012/50/93-IR(DU), dt. 21-4-1994 for adjudication of the Industrial Disputes mentioned in the schedule which reads as follows :—

“Whether the action of the Divisional Engineer, Telecom, Coaxial Cable Project, Hyderabad in not granting temporary status to Sri Ch. Mallikarjuna Rao, Ex-casual mazdoor and subsequent terminating his services is justified ? If not, what relief he is entitled to ?”

This reference has been registered as. Industrial Dispute No. 35 of 1994.

2. On behalf of the Petitioner, a claim statement has been filed to the following effect. The Petitioner was employed under the Respondent for a total period of 689 days from 1-4-1986 to 28-2-1988 but he was retrenched with effect from 1-3-1988. During the year preceding 1-3-1988 the Petitioner was employed for a total of 356 days in addition to three days of over-time work. Thus the petitioner to be deemed to have employed 359 days in the year preceding his retrenchment. The petitioner was not given any notice when he was retrenched nor was he paid notice wages in lieu of notice. He was also not paid compensation as per the mandatory provisions of Section 25-F of the Act. In fact the authorities of the Respondent did not follow the orders of the Director General, Post and Telegraphs, New Delhi issued on 1-10-1984 directing that when it is proposed to terminate the service of a workman who is in continuous employment for one year or more he should be given one month notice before terminating his service or paid one month wages in lieu thereof. The Petitioner was terminated by verbal orders on the plea of ban imposed by the Director General, P&T on 30-3-85 on fresh recruitment and employment of casual mazdoors but this order is not applicable to Coaxial Cable Project. Subsequent to his retrenchment, the petitioner raised industrial dispute by his complaint dt. 10-8-1991 the termination of a petitioner from service is illegal. Hence the Petitioner raised that he may be reinstated with continuity of service and back wages, protection of seniority among the casual mazdoors of the Territorial Telecom Maintenance District to which he may be allotted and for all other benefits with consequential and incidental to such reinstatement.

3. The Respondent-Management is resisting the claim of the petitioner and filed a counter to the following effect. The petitioner was engaged purely on casual basis. He was engaged only on day to day basis. No order of appointment was issued. There is no practice of giving any appointment letter, discharge memo or notice in writing to the daily rated casual labours as they are not borne on any regular establishment. As the project works are of not a continuous nature, the petitioner was engaged for a specific period only. No verification of a certificate and employment registered card was done by the Respondent while engaging the petitioner. There are clear instructions from the officials of the Department not to do any recruitment and employment of casual labour and that the efforts should be made to reduce the number of casual mazdoors employed and not to give permanency in the department. The petitioner has deserted the casual employment in the Respondent-project for better prospects w.e.f. 1-3-1988 and got more lucrative job at that time and the Petitioner did not report for work in the department. After 1-3-1988 the services of the petitioner was not available. The Petitioner engaged himself in the probable avocation since 1-3-1988. The petitioner has raised this industrial dispute to procure the public employment without the media of Employment Exchange and for circumventing the prescribed procedure for employment in the department. The Petitioner is not entitled for reinstatement and for back wages etc. The petitioner approached the Department after 3-1/2 years and this

clearly shows that he was gainfully employed elsewhere. The stale claim should not be encourage. The claim is also barred by limitation. Hence the Petitioner is not entitled for any relief under this reference.

4. On behalf of the Petitioner, W.W1 is examined and Ex.W1 is marked. The Petitioner-Workman Ch. Mallikarjuna is examined as W.W1 and he deposed to the averment to the claim statement. Ex. W1 the book working days particulars of the petitioner workman herein for the period from 1-4-1986 to 29-2-86. On behalf of the Respondent, M.M1 is examined and no documents are marked. N.K.N. Murthy working as Sub-Divisional Engineer in the Respondent is examined as M.W1 and he deposed to the averments in the counter.

5. The points for consideration are :

(1) Whether the action of the Respondent Management in terminating the services of the petitioner Sri Ch. Mallikarjuna is justified ?

(2) To what relief the workman Mallikarjuna is entitled ?

6. POINT (1).—Admittedly, the petitioner, Ch. Mallikarjuna was engaged as casual mazdoor in Coaxial Cable Project, Telecom Department, Hyderabad at Tadepalligudem. He worked from 1-4-1986 to 29-2-1988 when his services were terminated. It is also admitted the petitioner was not issued any order of appointment. He also was not served with the order of termination of his service. It is also admitted that the petitioner was not issue any notice prior to the termination of his services nor paid one months wages in lieu of notice and he was also not paid any compensation.

7. The workman examined as W. W-1 deposed that he worked as casual mazdoor in the Respondent-Department from 1-4-1986 to 29-2-1988 for a total period of 689 days that he was retrenched from service w.e.f. 1-3-1988 that he was not given any notice nor paid one month's wages in lieu of notice nor he was paid any retrenchment compensation. The Petitioner also produced Ex. W-1 the original book containing the particulars of work done by the Petitioner duly authenticated by the paying authority i.e. the Assistant Engineer, Coaxial Cable Project. W. W-1 also deposed that his Headquarters was at Tadepalligudem but he was taken to Amalapuram, Rajole and Rajahmundry for working in Coaxial Cable Project installation work. He also deposed when he was employed initially on 1-4-1986 his employment registration card, date of birth and educational qualifications was required by the Assistant Engineer and then only he was employed. W-W1 also deposed that some madoors who are juniors to him have been continued in service and they are Iramia and Peter who are still continuing in service. In his cross examination he denied the suggestion made to him that at the time of his appointment, he was informed that it is a temporary work and after completion of the installation work he will be provided with no work. He also denied the suggestion that he absconded from work w.e.f. 1-3-1988. He also denied the suggestion that he has been gainfully employed after 1-3-1988.

8. MW1 is working as Sub-Divisional Engineer in the Respondent deposed that the petitioner was engaged initially on 1-4-1986 in Coaxial installation work as casual labour, that it is not a regular recruitment following the selection procedure and reservation norms, that the Respondent Office work is a temporary establishment to look after the specified work within the specified period, that the petitioner was engaged on daily wage basis but he was paid once in a month calculating the wages on actual number of working days and the petitioner worked upto 29-2-1988 with a break of 7 days in his employment. M. W. 1 also deposed that the petitioner accepted the employment voluntarily and he approached the Assistant Labour Commissioner only after 3½ years gap claiming employment.

9. It is not disputed that the Petitioner comes under the definition of workman as defined under Section 2(s) of the Act. It is contended on behalf of the Petitioner that the Petitioner was retrenched in violation of provision of Section 25-F of the Act and Section 25-G of the Act and as such the retrenchment of the petitioner is null and void. Section 2(oo) of the Act defines retrenchment as follows :—

“Retrenchment means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

- (a) voluntary retirement of the workman or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf or
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of the employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein or
- (c) termination of the service of a workman on the ground of continued ill-health.”

Section 25-F of the Act prescribe the condition precedent to retrenchment of workman and it reads as follows :—

“Conditions precedent to retrenchment of workmen:— No workmen employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until —

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice,

(b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days average pay (or every completed year of continuous service) or any part thereof in excess of six months and

(c) notice in the prescribed manner is served on the appropriate Government (or such authority as may be specified by the appropriate Government by Notification in the Official Gazette).”

Section 25-G of the Act provides procedures for retrenchment and it reads as follows :—

“Where any workman in an industrial establishment, who is a citizen of India, is to be retrenched and he belongs to a particular category of workmen in that establishment, in the absence of any agreement between the employer and the workman in this behalf, the employer shall ordinarily retrench the workman who was the last person to be employed in that category, unless for reasons to be recorded the employer retrenches any other workman.”

10. It is in the evidence of the petitioner workman as W. W. 1 that he worked in the office of the Respondent as casual mazdoor from 1-4-1986 to 29-2-1988 when his services were terminated. MW1 also admits the said facts of engagement of the petitioner as casual labour but he claims that the petitioner did not turn up for employment on 1-3-1988 and thus there is voluntary abandonment of service by the Petitioner. It is settled law that the definition of retrenchment in Section 2(oo) of the Act is comprehensive one intended to cover any action of the Management to put an end to the employment of an employee for any reasons whatsoever except if the case falls within any of the excepted categories i.e. (i) termination by way of punishment inflicted pursuant to the disciplinary action (ii) voluntary retirement of the workman, (iii) retirement of the workman on reaching the age of superannuation in the contract of employment between the employer and workman concerned contains a stipulation in that behalf, or (iv) termination of the service on the ground of continued ill-health. Once the case does not fall in any of the excepted categories, the termination of service even if it be according to automatic discharge from service under agreement would none the less be retrenchment within the meaning of the expression of Section 2(oo) of the Act vide D.K. YADAV v. IMA INDUSTRIES LTD., [1993 (3) Supreme Court Cases 259], L. ROBERT D' SOUZA v. EXECUTIVE ENGINEER, SOUTHERN RAILWAY & ANOTHER (AIR 1982 S.C. page 9854), “ORIENTAL BANK OF COMMERCE v. PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AIR [1994 (11) LLJ, page 770 Rajasthan]. In the present case the services of the Petitioner workman were terminated with effect from 1-3-1988 and the said termination does not fall within any of the excepted categories under Section 2(oo) of the Act.

Therefore, the termination of the Petitioner amounts to retrenchment as defined in Section 2(cc) of the I.D. Act.

11. The next aspect to be considered is whether the Respondent Management followed the mandatory provisions contained in Section 25-F of the Act in effecting the retrenchment of the petitioner. The conditions precedent for effecting the retrenchment of workman as contained in Section 25-F of the Act are applicable only for retrenchment of workman who was in continuous service for not less than one year. Section 25-B of the Act defines continuous service. Admittedly, as seen from Ex. W. 1 the Petitioner had been in continuous service w.e.f. 1-4-1986 till he was retrenched on 29-2-88. Thus the petitioner as a casual mazdoor had rendered continuous un-interrupted service for a period of more than one year. Therefore before effecting his retrenchment, the Respondent-Management ought to have complied with the provisions of Sec. 25-F of the Act. Admittedly, the petitioner was not given one month's notice in writing indicating the reasons for his retrenchment, nor he paid wages for the period of notice in lieu of such notice nor was he paid the retrenchment compensation equivalent to 15 days average pay. The Respondent-Management has not complied with the precondition as specified in Section 25-F of the Act before retrenchment of the petitioner workman. Hence the retrenchment of the petitioner is illegal and void.

12. Further it is obvious from the evidence on record that the Respondent-Management also violated the mandatory provisions contained in Section 25-G of the I.D. Act. As earlier stated Section 25-G of the Act provides the procedure for retrenchment and it lays down that where the workman in any establishment who is citizen of India is to be retrenched and he belongs to a particular category of workman in that establishment, in the absence of any agreement between the employer and employee in this behalf, the employer shall ordinarily retrench the workman who was last person employed in that category only but for reasons to be recorded the employer can retrench any other workman. It is in the evidence of W.W1 that one Iramiah and Peter who were juniors to him and they are still continuing in service of the Respondent. Thus while retrenching the petitioner his juniors were allowed to continue to work in the Respondent. As such the retrenchment of the petitioner is also bad as it is contrary to the statutory provisions of Section 25-G of the Act.

13. The learned counsel for the Respondent-Management submits that the Petitioner was employed in Coaxial Cable Project and that the work is only temporary one and after completion of the work, the Petitioner cannot be employed any further and therefore the termination of the Petitioner is justified. There is nothing on record to show whether by the date of the termination of the service of the petitioner workman, the coaxial installation work was completed or not. M. W. 1 did not speak anything on this aspect. He did not specifically say that the management of the Respondent retrenched the services of the petitioner

on account of the completion of the Coaxial installation work. Further M.W1 admits in his cross examination that after completion of one installation work, they will proceed to next station for installation after making over the installed equipment to the Maintenance unit. Hence the Coaxial installation work is also a construction work on permanent basis, and it cannot be said that the Petitioner services were terminated on account of completion of the work.

14. In the light of my above discussion, I hold on Point (1) that the action of the Respondent-Management in terminating the services of the workman Ch. Mallinkarjuna with effect from 1-3-1988 is not justified.

15. POINT (2). :—It is well settled that the services of an employee were terminated in violation of Section 25-F of the I.D. Act, the retrenchment is rendered as ab initio void and the employee would be entitled to be reinstated in service alongwith his back-wages vide *Ganmon India Ltd. v. Niranjan Dass* [1984(1)S.C. page 509] and *Narutham Chopra v. Presiding Officer, Labour Court & Ors.* [1988(4)SLR page 388]. Admittedly in the instant case, there is abnormal delay on the part of the Petitioner-workman in approaching the Assistant Commissioner of Labour seeking redressal of his grievance. He approached the Assistant Commissioner of Labour only on 10-8-1991 though his services were terminated w.e.f. 1-3-1988. The reference has been made to this Tribunal by the Government of India by its Order dt. 21-4-1994. There is no explanation forth coming on the part of the Petitioner for the said abnormal delay in approaching the Assistant Commissioner of Labour. Considering the circumstances of this case, it would meet the ends of justice if the petitioner-workman is awarded reinstatement with back wages from the date of the reference made by the Government of India i.e. 21-4-1994 to this Tribunal.

16. In the light of my above discussion I hold on Point (2) that the Petitioner workman is entitled for reinstatement forthwith and with back wages from 21-4-1994 and with continuity of service. He is also entitled for protection of seniority among the casual mazdoors employed by the Respondent-Department.

17. In the result, Award is passed directing the Respondent-Management to reinstate the workman Ch. Mallinkarjuna into service as casual mazdoor forthwith and the petitioner is entitled for back wages from 21-4-1994 and with continuity of service. He is also entitled for protection of seniority among the casual mazdoors employed by the Respondent-Management. The Respondent-Management is directed to pay the arrears towards the back wages of the petitioner within a period of six months from the date of publication of this Award failing which the arrear amount will carry interest at 12 per cent per annum. The parties are directed to bear their costs.

Reference is thus answered.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal this the 21st day of April, 1995.

A. HANUMANTHU, Industrial Tribunal-I

Appendix of Evidence :

Witnesses Examined for Petitioner :	Witnesses Examined for Respondent :
W.W1 Ch. Mallikarjuna	M.W1 N.K.N. Murthy

Documents marked for the Petitioner .

Ex. W1 Original book containing every days particulars of W.W1.

Documents marked for the Respondent :

NIL

नई दिल्ली, 2 जून, 1995

का. आ. 1754.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यू. पी. स्टेट माइनरल डेवलपमेंट कारपोरेशन के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-95 को प्राप्त हुआ था।

[संख्या एल - 29012/40/88 - डी - 3 (बी)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd June, 1995

S.O. 1754.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of U.P. State Mineral Development Corporation and their workmen, which was received by the Central Government on 1-6-1995.

[No. I-29012/40/88-D.3 (B)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, DEOKI
PALACE ROAD, KANPUR

Industrial Dispute No. 56 of 1989

In the matter of dispute :

BETWEEN

Sri Shailendra Kumar Singh
C/o Sri Damodar Upadhyay

Bhartiya Cement Udyog Mazdoor Sangh,
District Mirzapur.

AND

Managing Director,
U.P. State Mineral Development Corporation
Limited, Kapoorihala Commercial Complex,
Aliganj, Lucknow.

AWARD

1. Central Government, Ministry of Labour vide its Notification No. L-29012/40/88-D.3 (B) dated 17-2-89 has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of U.P. State Mineral Development Corporation Ltd., in relation to their Billi Ora Unit in terminating the services of Sri Shailendra Kumar Singh, Ex-Typist w.e.f. 9-4-87 is justified ? If not, to what relief the workman concerned is entitled ?

2. The concerned workman Shailendra Kumar Singh in his written statement has alleged that he was appointed as clerk-cum-typist in U.P. State Mineral Development Corporation on 4-7-85. He continued to work at this post on 8-4-85 without break. His services were terminated on 9-4-87, without paying retrenchment compensation and notice pay. Hence his termination is illegal. The employer in his written statement has alleged that the concerned workman on 4-7-85 was appointed for a period of 3 months in a project. Since project could not be completed in time the services of the concerned workman were renewed from time to time. After the completion of project the services of the concerned workman came to an end automatically. As such provisions of Section 25-F or 25-G are not applicable. It was also pleaded that in respect of dispute against U.P.S.M.D.C. (U.P. State Mineral Development Corporation), Central Government is not an appropriate authority. Instead it is the State Government. Hence reference is bad in law.

3. As regards the abovementioned legal objection is concerned I find no force in it. The authorised representative of employer has not shown me any provision or law or authority which may led support to his contention. On the other hand in respect of mines, the appropriate Government is Central Government as is found from Section 2(a)(i) of Industrial Disputes Act, 1947. In view of this specific provisions, I have no hesitation in holding that Central Government was the appropriate authority and not the State Government. Hence, this contention is overruled.

4. It was for the employer to prove that the concerned workman was employed for project and his employment was till the completion of project. No document has been filed by the employer. Instead on 26-4-95, itself the authorised representative for the management made a statement in court that the management will not adduce any evidence. On the other hand concerned workman Shailendra Kumar too has sworn that he had continuously worked since 4-7-85. In the absence of any evidence from the side of management regarding employment of the concerned workman in a project. I am inclined, to accept the un rebutted statement of the concerned workman that in ordinary course he had worked from 4-7-85 to 8-4-85, continuously. In this way he had completed much more than 240 days in a calendar year. Consequently provisions of Section 25-F I. D. Act were applicable to his case. Admittedly no notice and retrenchment compensation has been paid to the concerned workman before retrenchment as enjoined by Section 25-F I. D. Act. I have no hesitation in holding that the termination of the concerned workman is bad in law. As it has not been proved by the employer that after the termination of his services he was gainfully employed else where, the concerned workman will be entitled for his reinstatement with back wages.

5. In the end my award is that the termination of the services of the concerned workman by order dated 9-4-87 is bad in law. Hence, the first part of the reference is answered in negative.

6. It is also my award that the concerned workman shall be reinstated with back wages from the date of his termina-

tion. The workman shall also get Rs. 200 as costs of the case from the employer.

7. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 जून, 1995

का.आ. 1755.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यू. पी. स्टेट मिनरल डेवलपमेंट कॉर्पोरेशन के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-95 को प्राप्त हुआ था।

[संख्या एन-29012/41/88- डी3(बी)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd June, 1995

S.O. 1755.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of U.P. State Mineral Development Corporation and their workmen, which was received by the Central Government on 1-6-1995.

[No. I-29012/41/88-D.3 (B)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE SRI B. K. SRIVASTAVA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, PANDU NAGAR, DEOKI
PALACE ROAD, KANPUR

Industrial Tribunal Dispute No. 57/89

In the matter of dispute :

BETWEEN

Sri Shanker
C/o Damodar Upadhaya,
Upadhyaksh,
Bhartiya Cement Udyog Mazdoor Sangh,
District Mirzapur.

AND

Managing Director,
U.P. State Mineral Development Corporation
Kapoorthala Commercial Complex,
Aliganj, Lucknow.

AWARD

1. Central Government, Ministry of Labour, vide its Notification No. L-29012/41/88-D.3 (B) dated February 1988 has referred the following dispute for adjudication to this Tribunal—

Whether the action of the management of U.P. State Mineral Development Corporation Ltd., in relation to their Billi Obra Unit in terminating the services of Sri Shanker Ex-Driver w.e.f. 29-7-86, is justified. If not, to what relief the workman concerned is entitled?

2. The concerned workman Shanker in his written statement has alleged that he was appointed as driver in U.P. State Mineral Development Corporation on 19-7-85. He had abandoned his service. There is no provision in the

when his services were terminated without paying retrenchment compensation and notice pay. Hence his termination is illegal. The employer in its written statement has alleged that the concerned workman on 28-8-85 was appointed for a limited period in a project. Since project could not be completed in time the services of the concerned workman were renewed from time to time. After the completion of project the services of the concerned workman came to an end. It was also pleaded that in respect of dispute against U.P. State Mineral Development Corporation, Central Government is not an appropriate authority. Instead it is the State Government. Hence, reference is bad in law.

3. As regards the abovementioned legal objection is concerned I find no force in it. The authorised representative for the employer has not shown me any provision or law or authority which may lend support to his contention. On the other hand in respect of mines, the appropriate Government is Central Government as is found from Section 2(a)(i) of I. D. Act, 1947. In view of this specific provisions, I have no hesitation in holding the Central Government was the appropriate authority and not the State Government. Hence this contention is overruled.

4. It was for the employer to prove that the concerned workman was employed for project and his employment was till the completion of project, no document has been filed by the employer. Instead on 26-4-95 itself the authorised representative for the management made a statement in court that the management will not adduce any evidence. On the other hand concerned workman Shanker too has sworn that he had continuously worked since 19-7-85. In the absence of any evidence from the side of management regarding employment of the concerned workman in a project, I am inclined to accept the un rebutted statement of the concerned workman that in ordinary course he had worked from 4-7-85 to 8-4-85, continuously. In this way he had completed much more than 240 days in a calendar year. Consequently provisions of Section 25-F I. D. Act were applicable to his case. Admittedly no notice and retrenchment compensation has been paid to the concerned workman before retrenchment as enjoined by Section 25-F I.D. Act, I have no hesitation in holding that the termination of the concerned workman is bad in law. As it has not been proved by the employer that after the termination of his services he was gainfully employed else where, the concerned workman will be entitled for his reinstatement with back wages.

5. In the end my award is that the termination of the services of the concerned workman by order dated 29-7-86 is bad in law. Hence, the first part of the reference is answered in negative.

6. It is also my award that the concerned workman shall be reinstated with back wages from the date of his termination. The workman shall also get Rs. 200 as costs of the case from the employer.

7. Reference is answered accordingly.

B. K. SRIVASTAVA, Presiding Officer

नई दिल्ली, 2 जून, 1995

का.आ. 1756.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंटरनेशनल एयरपोर्ट अथोरिटी आफ इंडिया, बम्बई के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-6-95 को प्राप्त हुआ था।

[संख्या एन-11012/13/90 - आई आर (विभा)]

बी. एम. डेविड, डेस्क अधिकारी

New Delhi, the 2nd June, 1995

S.O. 1756.—in pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the award of the Central Government Industrial Tribunal No. 2, Bombay, as shown in the Annexure, in the industrial dispute between the employers in relation to the management of International Airports Authority of India, Bombay, and their workmen, which was received by the Central Government on 1st June, 1995.

[No. L-11012/13/90-IR(Misc.)]

B. M. DAVID, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

Reference No. CGIT-2/35 of 1990

PRESENT:

Shri S. P. Panse, Presiding Officer.

Employers in relation to the Management of International Airports Authority of India, Bombay

AND

Their Workmen.

APPEARANCES:

For the Employers—Shri S. S. Patil, Advocate.

For the Workmen—Shri B. N. Dongre, Advocate.

Bombay, the 27th April, 1995

AWARD

(PART I)

The Government of India, Ministry of Labour, New Delhi by their letter No. L-11012/13/90-IR (Misc.) dated 24th October, 1990 has referred to the following industrial dispute for adjudication to this Tribunal

SCHEDULE

"Whether the action of the management of International Airports Authority of India, Bombay in terminating the services of Mr. G. K. Pande, Operator (E&M) w.e.f. 12th January, 1988 is legal and justified. If not, to what relief the workman is entitled?"

2. Mr. G. K. Pande workman was employed by the International Airport Authority of India hereinafter called as the management in the year 1982. He was a permanent employee.

3. By order dated 29th April, 1988 the management terminated the services of the workman Pandey on the grounds that he was absent from duty from 12th January, 1988 and has voluntarily abandoned his post. The termination of service came to be effected from 12th January, 1988.

4. The workman contended that he was absent from duty w.e.f. 12th January, 1988 but that does not mean that he has abandoned his post. He averred that he was sick therefore could not attend his duty from 13th January, 1988. He communicated this fact initially and the message was received by Shri Mistry and Bhujbal who made a log book entry accordingly. Later on he sent another certificate relating to his sickness. But it appears that it was not received by the Office. It is averred that the workman had evidence to show that he was sick from 13th January, 1988 and therefore it is submitted that it is wrong to say that he had abandoned the services.

5. On 4th May, 1988 when the workman recovered from sickness he reported for duty but he was not allowed to resume his duty but he was told that as the unfit certificate was not traced in the office and that his services came to be terminated. He made representation on 9th May, 1988. No reply was received for the same. The representation was made by

the workman to the management and was not considered at all. Hence he raised the industrial dispute.

6. The workman contended that without giving him hearing his name was taken away from the pay roll is against the principles of Audi Alteram Parte rule. Therefore it vitiates the order of termination of service. It is submitted that there is no case under which provision his services came to be terminated. It is asserted that the termination is retrospective which is not known to the service jurisprudence. It is averred that the termination amounts to retrenchment. The procedure required for effecting retrenchment under the Industrial Disputes Act is not followed.

7. The workman contended that during the conciliation proceeding the management contended that the termination was passed under regulation 31(2)(vi) of the International Airports Authority of India (General Conditions of Service). It is submitted that as the regulations have not been approved by the Central Government nor they have been published in the Official Gazette hence it is not applicable. The order on the basis of this regulation amounts to illegality. It is submitted that the regulations itself are arbitrary which violate article 14 and 16 of the constitution. It is averred that that rule violates the rules of natural justice.

8. It is submitted that the Head Office had issued a circular to all its offices at different places that eventhough regulation 31(2)(ii) provides termination without any notice it was advised that under such case when the workman is absent a departmental enquiry should be held against him, and necessary orders should be passed. The management did not follow that circular resulting into mis-carriage of justice. It is submitted that the termination order is not passed by the Competent Authority.

9. The workman contended that in the year 1987 another regulation came into effect which over writes the earlier regulation. There is no provisions in the regulation of 1987 under which it could have been assumed that the workman had abandoned his service. There is no provision in the said regulation of 1981 under which the services can be terminated for unauthorised absence. In regulation of 87 unauthorised absence is described as mis-conduct. For punishing the mis-conduct a departmental enquiry is necessary which had not taken place in the present case. Therefore the action of the management is illegal. For all these reasons it is submitted that the action of the management is not effective, unjust, and illegal. Therefore it is prayed that the management may be directed to reinstate the workman in service with full back wages w.e.f. 12-1-88 and continuity in service w.e.f. 12-1-88 and other consequential reliefs.

10. The management by their written statement exh. 3 denied the contentions of the workman. It is asserted that the workman was absent without any reason w.e.f. 12-1-88 onwards and he has a report of working for the period of more than two months. The management invoked the regulation 31(2) (VI) of the regulations and he was admitted to have abandoned his job. It is denied that the workman was sick and he informed the authorities. It is averred that they never received the unfit certificate of the workman. It is asserted that as he was terminated from the service there was no question of allowing him to join the duty.

11. The management averred that as the workman voluntarily abandoned the service his case does not fall within the definition of retrenchment under section 2(oo) of the Industrial Disputes Act and therefore there is nothing like compliance of section 25(F) of the said Act.

12. The management submitted that the regulations cannot allow that order. It is submitted that the order of termination cannot be construed as illegal and non-est on that ground.

13. It is pleaded that the services of the workman is already terminated and there is no aspiration on the workman only as he is already removed because of the abandonment. Under such circumstances the action of the management was just and proper.

14. It is pleaded that in the present case if the Tribunal comes to the conclusion that the management should have held an enquiry against the workman before passing the said order. It should have given an opportunity to lead evidence to justify the action.

15. My Learned Predecessor framed issues at exh. 4. The issues and my findings thereon are as follows:—

Issues	Findings
1. Whether the termination of service of the workman is illegal and invalid for the different reasons, or for any of those reasons urged by him in his statement of claim?	YES
2. Whether, while terminating the service of the workman, the management has committed a breach of the provisions contained in section 25-F of the Industrial Disputes Act, 1947?	Does not survive
3. Whether the workman himself had abandoned his service?	To be answered in part II award.
4. Whether the action of the management of International Airport Authority of India, Bombay in terminating the services of Mr. G. K. Pandey, Operator (R&M) w.e.f. 12-01-1988 is legal and justified?	To be answered in part II award.
5. If not, to what relief the workman is entitled to?	To be answered in part II award.
6. What Award?	To be answered in part II award.

REASONS

16. Certain facts can be said to be undisputed. G. K. Pandey was appointed as Operator with the International Airport Authority of India w.e.f. 15-3-82. He remained absent without any prior permission w.e.f. 12-1-88. It is therefore that the management has provided in the provision of regulation 31(2)(vi) of the International Airport Authority of India (Condition of Service) Regulations, 1980 (hereinafter referred to as regulation) and effected termination of his service by memo No. AAB/Admn./Conf./15A/61/dated 29-4-88.

17. Pandey (exh. 17) affirmed that as he was sick he could not attend the duty and he informed on telephone to the Office regarding his sickness and he also sent a sickness report but it appears that this is not traceable. On the other hand Taneja (exh. 9) the Personal Manager affirmed that they did not receive any telephone call from Mr. Pandey nor any unfit certificate. At the juncture I am not inclined to comment on the evidence which is lead by Pandey and Taneja regarding this. It is only because for the following reasons I have come to the conclusion that the management has to be given an opportunity to lead evidence to justify their action. This opportunity has to be given to the management because I have come to the conclusion that their action of terminating the service of the workman without holding a domestic enquiry is unjust and improper. It is against the principles of Audi Alteram Partem rule.

18. Mr. Pandey the learned advocate for the workman argued that the services of the workman was terminated under regulation 31(2)(vi) which was not been proved by the Central Government nor was published in the official gazette is under regulation of section 31(2)(vi) of the Act which is said that the said rejections have no effect in the eye of law and that order should be relied upon for the authorities to justify the termination. Admittedly, the workman was not given notice prior to his termination as the action was taken under the said regulations. To substantiate this submission be placed reliance on International Airport Authority of India v/s. Viru Muthu Sukhilingam and Another, 1993 CLR, II, page 521. That was a case wherein the respondent overstayed the sanctioned leave for a period exceeding two months. The management terminated the services of the workman without notice under regulation 31(2)(vi). It is observed by Their Lordships that

"The reliance placed upon Regulation 31(2)(vi) that it was not necessary to hold an enquiry before ordering termination is not justified. In view of section

38(2) the power to make regulations is subject to certain conditions. One of the conditions is that no regulation made by the Authority under the Act shall have effect until it has been approved by the Central Government and published in the Official Gazette. It is not in dispute that the Regulations in question have not received the approval of the Central Government and consequently there is no publication in the Official Gazette. Under these circumstances the regulations have no effect in eye of law."

19. It is further observed in the above said authority that

"Apart from the consideration aforementioned even assuming that the regulation in question could not be relied upon for the purpose of justifying the submission that no domestic enquiry was necessary, the language in which the regulation is couched and the consequences which ensue therefore make it abundantly clear that an opportunity has to be given to the workman to show cause before taking the extreme step of terminating his employment."

20. In the above said authority in para 12 Their Lordship have observed that even assuming without deciding that no domestic enquiry was necessary an opportunity was required to be given to the respondent to place before the Competent Authority all the facts and circumstances of the case to enable the question of condonation of unauthorised absence being considered in accordance with law.

21. Mr. Patil the Learned Advocate for the management had argued that so far as the regulation is concerned he placed reliance on writ petition No. 171 of 1993 of the High Court of Judicature of Bombay wherein the regulations validity was challenged. The order passed by the Divisional Bench in the said writ petition is strongly relied upon by him. He also said that Justice Kapadia was also the member in the authority and it is relied by the Advocate for the workman Mr. Dongre. Their Lordships have nowhere commented upon the validity of the regulation. It is observed by Their Lordships referring to the order on which the workman relied which states that the Head Office which had issued the circular wherein it is observed that for abandonment of duty the domestic enquiry should be held. So far as that order or any other orders are concerned Their Lordships have observed that the order in that particular case is administrative in nature. The facts in that case are quite different then the facts before me. They relate to some arrangements. But the case of Viru Muthu relates to the exact regulations namely 31(2)(vi). There is also a reference of giving an opportunity to the concerned workman.

22. Mr. Patil the Learned Advocate for the management relied upon the following authorities to support his case.

3. Nagarajan (BN) and Ors. v/s. State of Mysore and Ors. 1967 I LLJ p. 698 (701 and 702) S.C. (4) Mysore State Road Transport Corporation v/s G. G. Char 1968 II LLJ p. 144 (145 and 146) S.C. (5) V. Balasubramanian v/s. Tamilnadu Hsg. Board and Ors. 1988 II LLJ p. 435 (433, 445 and 448) S.C. Paras 8, 9 and end of para 10 (6) Union of India v/s. J. N. Sinha and Anr. 1971 LIC p. 8 (10) S.C. Paras 7 end and 8 (7) Lekh Raj Khurana v/s. Union of India 1971 LIC p. 1240 (1243) S.C. para 7. (8) Smt. Maneka Gandhi v/s. Union of India AIR 1978 597 (629) and (630) paras 63 and 64. (9) K. P. Upendra v/s. State Bank of India 1990 LIC 0 16 (19 and 20) H. C. Andhra Pradesh para 7. (10) Karnataka Public Service Commission and Ors. v/s. B. M. Vijaya Shankar and ors 1992 I CLR p. 903 (905) SC (full bench) (11) Bombay Municipality v/s. P. S. Malvankar and Ors 1978 LIC p. 1096 (1100) S.C. Division Bench. (12) Firestone tyre and Rubber Company India Pvt. Ltd. v/s. their workman 991 II LLJ P. 218 2221 and (222) S.C. (Full Bench) (13) Alliance Mills (Lessees) Pvt. Ltd. v/s. State of West Bengal and Ors. 1991 I LLJ P. 71 (74) H. C. Calcutta.

The award to all three authorities is the case of Viru Muthu. It is a direct authority of regulation 31(2)(vi). I therefore don't find it necessary to discuss it in detail the rules laid down in the above said authority. I find that it has no application to the present set of facts in view of the dispute given in the Viru Muthu's case.

23. As I have come to the conclusion that the opportunity is to be given to the management for leading evidence at this juncture it is not necessary to dilate whether the order of termination of service through retrospection is unknown to the service jurisprudence or not. That has to be decided in part II award.

24. Mr. Dongre the learned advocate for the workman argued that as the name of the workman was removed from the pay roll it amounts to retrenchment. The management had not followed the procedure of retrenchment. It is argued by Mr. Patil the learned advocate for the management that the action of removal was under the regulations 31(2)(vi). There was no question of following the procedure of retrenchment. As I have come to the conclusion that an opportunity is to be given to the management to justify its action this question does not survive now.

25. It can be seen from the evidence which is laid down by Mr. Pandey and that of Taneja that they had justified their action but in view of the settled position of law and as demanded by the management an opportunity is to be given to it to lead evidence to justify their action if they wish to do so. When such an opportunity is given to the workman he is also entitled to lead evidence in support of his action.

26. In view of the above said discussion it can be seen that the action of the management in terminating the services of the workman is illegal. He should have been given an opportunity to give his say in the matter before proper forum. He should have been heard why he could not attend to the duties. As that is not done the termination of the workman is improper and the management is to be given an opportunity to justify the same. Hence I return my findings on the issues accordingly and pass the following order :—

ORDER

The parties to the reference are permitted to lead evidence if they choose, in support of their action.

S. B. PANSE, Presiding Officer

नई दिल्ली, 24 मई, 1995

का.आ. 1757.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूच में, केन्द्रीय सरकार एम ई सी एल. के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्विष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जवाल्पुर के पंचपट को प्रकाशित करनी है, जो केन्द्रीय सरकार को 23-5-95 को प्राप्त हुआ था।

[सं. एल - 22012/430/91 - आई आर (सी-II)]

राजा लाल, ईस्क अधिकारी

New Delhi, the 24th May, 1995

S.O. 1757.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial

dispute between the employers in relation to the management of S.E.C. Ltd., and their workmen, which was received by the Central Government on the 23-5-95.

[No. I-22012/430/91—IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

CASE REF. NO. CGIT/LC(R)(47)/1992

BETWEEN

Shri Ram Lal, represented through the Secretary, National Colliery Work Federation, P.O. Kotma Colliery, J & K Area, District Shahdol (MP).

AND

The Dy. General Manager/Sub-Area Manager, Kotma Sub-Area, P.O. Kotma colliery, District Shahdol (MP).

PRESIDED IN : By Shri Arvind Kumar Awasthy.

APPEARANCES:

For Workman : Shri Rohit Arya, Advocate.

For Management : Shri Mukhyopadhyaya.

INDUSTRY : Coal Mines DISTRICT : Shahdol (MP)

AWARD

Dated : 8th May 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/430/91-IR-(C-II) Dated 11-3-1992, for adjudication of the following industrial dispute:

SCHEDULE

"Whether the action of the Sub-Area Manager, Kotma Colliery of SECL, PO : Kotma Colliery, dist. Shahdol, in dismissing Shri Ram Lal, Loader, T.No. 1499, from company's services w.e.f. 10-5-90 is legal and justified? If not, to what relief is the workman entitled to?"

2. Workman has filed the statement of claim. The management sought adjournment for filing the statement of claim. On 16-3-1995 management's representative stated that the parties shall settle the dispute. On 26-4-95 Memorandum of Settlement was filed and parties verified the same on 4-5-1995. Terms of the Settlement are as follows:—

TERMS OF SETTLEMENT

1. That Shri Ramlal S/o Man Singh Ex-Loader shall be given fresh employment in his

substantive post of Piece Rated Loader with initial basic pay.

BETWEEN

Shri Bhartendu Kumar Soni, represented through the M.P. Koyla Shramik Sangh (CITU) PO Kotma Colliery, Dist. Shahdol (MP).

AND

The Sub-Area Manager, Jamuna Ug/R.O. P.O. Jamuna Colliery, District Shahdol (M.P.)

PRESIDED IN : Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : Shri R. C. Srivastava, Advocate.

For Management : Shri Mukhyopadhyaya, Legal Manager.

INDUSTRY : Coal Mines DISTRICT : Shahdol (MP)

AWARD

DATED : MAY 9, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/220/92-IR(C.II) dated 10-12-1992, for adjudication of the following industrial dispute :

SCHEDULE

"Whether the action of Sub-Area Manager, Jamuna Ug/R.O. Collieries, of Jamuna & Kotma Area in dismissing Shri Bhartendu Kumar Soni, P. R. Loader, from services of the Company w.e.f. 15-5-90 is legal and justified ? If not, to what relief the workman is entitled to ?"

2. Parties were noticed to file their respective statement of claim. Workman has filed the Statement of claim. Management did not do so. However, parties have compromised the dispute and file the Memorandum of Settlement dated 25-1-1995 and verified the same. Terms of Settlement are as under :

TERMS OF SETTLEMENT

1. That Shri Bhartendu Kumar Soni S/o. Thakurdin Soni shall be given fresh employment in his substantive post of Piece Rated Loader with initial basic pay.
2. That he will have no claim whatsoever for the idle period i.e. from the date of his termination to the date of his reinstatement and this period will be treated as No work No pay.
3. That his past service will be counted for the purpose of calculation of gratuity only.
4. That he will not re-open the case in future in any forum and this will be treated as full and final settlement.

2. That he will have no claim whatsoever for the idle period i.e. from the date of his termination to the date of his re-instatement and this will be treated as No work no pay.

3. That his past service will be counted for the purpose of calculation of gratuity only.

4. That he will not re-open the case in future in any forum and this will be treated as full and final settlement.

5. That his re-instatement will be subject to his being found medically fit by the M.S. I/C, RHKC.

6. That he will withdraw the dispute/claim, pending at any Court of law unconditionally.

3. In view of the above settlement which is just and proper no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 24 मई, 1995

का. आ. 175.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जमुना यूजी/आर.ओ. कोलियरी के प्रबन्धन के संबंध में निम्नलिखित और उनके कर्मचारियों के बीच, अनुबंध में निम्नलिखित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-95 को प्राप्त हुआ था।

[सं. एल - 22012/220/92 - आई आर (सी - II)]

राजालाल डेस्क अधिकारी

New Delhi, the 24th May, 1995

S.O. 1758.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Jamuna UG/RO Colliery and their workmen, which was received by the Central Government on the 23-5-95.

[No. L-22012/220/92/IR(C-II)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)
CASE REF. NO. CGIT/LC(R)(241)/1992

5. That his re-instatement will be subject to his being found medically fit by the M.S. I/C R.H.K.C.
6. That he will withdraw the dispute/claim, pending at any court of law unconditionally.
3. The terms of settlement are just and proper. Since the parties settled the dispute, there remains no dispute for adjudication. No dispute award is hereby passed.

ARVIND KUMAR AWASTHA, Presiding Officer

नई दिल्ली, 24 मई, 1995

का. आ. 1759—औद्योगिक विवाद अधिनियम, 1947 (194 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इन्व्यू सी एल के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-95 को प्राप्त हुआ था।

[सं. एल - 21012/27/88 -डी- III (बी)]
राजा लाल, डेस्क अधिकारी

New Delhi, the 24th May, 1995

S.O. 7759.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on 23-5-95.

[No. L-21012/27/88 DIII (B)]
RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-
LABOUR COURT, JABALPUR (MP)
CASE REF. NO. CGIT/LC(R)(108)/1988

BETWEEN

Shri Nathu Morba Mahale, R/o. Gondagaon,
Teh. Parseoni, District Nagpur (MS).

AND

The Sub-Area Manager, Kamptee-Inder Colliery
of M/s. W.C.L., P.O. Kamptee, District Nagpur
(MS).

PRESIDED IN : By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : Ku. Sulekha Kumbhare, Advocate.
For Management : Shri A. K. Shasi, Advocate.

INDUSTRY : Coal Mines DISTRICT : Nagpur
(MS).

AWARD

DATED : MAY 12, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-21012/27/88-D.III.B/D.IV.B dated 6-10-1988, for adjudication of the following industrial dispute :—

SCHEDULE

"Whether the action of the management of Kamptee Colliery of M/s. W.C. Ltd. Nagpur in terminating the services of Sri Nathu Morba Mahale w.e.f. 24-11-82 is justified? If not, to what relief the workman concerned is entitled?"

2. Case of the workman is that the workman, Nathu Morba Mahale was employed on 3-11-77 by the management and he was suffering from T.B. and was treated in the hospital of the management from March, 1982 to August, 1982. The workman was terminated from service. Workman has claimed reinstatement with back wages.

3. Parties have filed Settlement and terms of Settlement are as follows :—

TERMS AND CONDITIONS

1. The management of WCL, Nagpur Area will offer re-employment to Shri Nathu Morba Mahale, Ex-Trammer, Inder Colliery fas Genl. Mazdoor Cat. I with posting in any of the unit of Kamptee Sub-Area.
2. The period of absence from the date of termination i.e. 24-11-1982 till date of reinstatement will be treated as dies-non and Shri Nathu Morba Mahale will not be entitled for any wages or any other payment whatsoever for the period he remained out of employment.
3. He will be given continuity of service for the limited purpose of payment of gratuity.
4. The workman individually or through any Union will not submit claim further at any forum on this account.
5. This settlement settles all dispute between the parties fully and finally.
6. This settlement shall, however, not be treated as precedent in other cases.
7. The parties shall file the settlement before the Hon'ble Tribunal and pray for an award.

in terms of settlement.

4. In view of the settlement arrived at between the parties, no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 24 मई 1995

का.या. 1760:—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम ई सी एल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-95 को प्राप्त हुआ था।

[सं. एल.-22012/368/93-आईएमए (सी II)]

राजा लाल, डस्क अधिकारी

New Delhi, the 24th May, 1995

S.O. 1760.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Bombay as shown in the Annexure in the Industrial Disputes between the employers in relation to the management of S.E.C. Ltd. and their workman, which was received by the Central Government on 23-5-95.

[No. L-22012/368/93-IR(C-II)]

RAJA LAL, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. Panse, Presiding Officer.

REFERENCE NO. CGIT-2/25 OF 1994

EMPLOYERS IN RELATION TO THE MANAGE-
MENT OF WEST CHIRMIRI COLLIERY OF
S.E.C.L.

AND

THEIR WORKMEN

APPEARANCES :

For the Employers :

1. Shri Sadashivan Nair.
2. Shri A. K. Sasidharan, Advocates.

For the Workmen :

Shri Sheobhajan, Representative.

Bombay, dated 2nd May, 1995

AWARD

The Government of India, Ministry of Labour,
New Delhi by its letter No. L-22012/368/93-IR (C.II)

pated 24-2-94 referred to this Tribunal the following industrial dispute for adjudication.

SCHEDULE

"Whether the action of Dy. General Manager, West Chirmiri Colliery of Chirmiri Area of SECL Ltd. in :

- (a) disallowing loaders duty to a single loader in the West Chirmiri Colliery w.e.f. last week of June '93 without complying with the provisions of Sec. 9-A of the Act,
- (b) and deducting 8 days wages from the wages of Aug. '93 of 223 tub-loaders to provisions of Sec. 9(2) of P.W. Act, 1936, is legal and justified? If not, to what relief the tub-loaders are entitled to?"

2. On 21-12-94 the parties to the present reference filed the Memorandum of Settlement. It is signed by President and Secretary of S.K.M.S. (AIPUC) Unions. It is also signed by the Officers from the Management and the witnesses. The copy of this settlement was sent to concerned Officers.

3. In view of the settlement (Ex. 3) it is agreed between the parties to withdraw this reference as settled. Hence I pass the following Order :

ORDER

1. The reference is disposed of as settled.
2. The terms of the Award should be as per Ex. 3 i.e. Memorandum of Settlement.

S. B. PANSE, Presiding Officer

SOUTH EASTERN COALFIELDS LIMITED
WEST CHIRMIRI COLLIERY NO. 3

(See Rule 58)

MEMORANDUM OF SETTLEMENT

Name of Parties :

Representing Employer :

Sri Baldeo Singh, Dy. C.M.E /Sub-Area Manager,
West Chirmiri Colliery, Sri A. M. Sen, Sr. P.O
West Chirmiri Colliery.

Representing Workmen :

1. Sri Seo Bhajan S/o. Janak, President, S.K.M.S. Branch, West Chirmiri.
2. Sri Seo Pratap S/o. Bindu Pd., Secretary, S.K.M.S. Branch, W.C.C.

Short recital of the Case :

On 30-6-93 in the Second shift the Tub Loaders of No. 7/8 incline of West Chirmiri Colliery went on strike without giving any notice. The strike continued till the second shift of 2-7-93. A joint meeting of all

the recognised trade Union was held and the loaders resumed their duty unconditionally. Since the strike was resorted to in contravention to Sec. 22(i) of Industrial Dispute Act, 1947 it was held illegal.

The management deducted 8 days wages from the wages for the month of August '93 of 223 Nos. of Piece Rated Loaders who were on illegal strike as per the provisions of Section 9(2) of payment of Wages Act, 1936 after giving due show cause notices.

The S.K.M.S. (AITUC) Union, West Chirimiri Colliery served Hunger Strike Notice pressing their six no. demand which included non-deduction of 8 days wages. The matter was seized into conciliation which failed to yield any amicable settlement. The appropriate Government referred the matter for Adjudication before the C.G.I.T., Bombay (Case No. CGIT—2/25 of 1994). Simultaneously the Trade Union made an appeal to the management to consider the refund of the amount deducted. Accordingly, after taking a lenient view on the appeal of the Union the following agreement were arrived at :

Terms of Settlement :

- Both the parties agree to retain 4 days wages as a token of punishment to the loaders who participated in the illegal strike and return 4 days wages to them as a gesture of goodwill.
- The Union representative agree that they will not raise any dispute whatsoever in connection with the matter under settlement through any medium or at any level or before any authority under any statute in future.
- Both the parties agree to withdraw the case (no. CGIT-2/25 of 1994) pending before the CGIT-2, Bombay by filing copy of this settlement before the Presiding officer, C.G.I.T. 2.
- Both the parties agree it as a full and final settlement of the dispute.

Signature of the Parties :

Sd/	Sd/
Sri Baldeo Singh Dy. CME/S.A.M. West Chirimiri Colliery	Sri Sheobhajan, Tub Loader President S.K.M.S. (AITUC) Union Branch : West Chirimiri Colliery
Sd/-	Sd/
2. Sri A.M. Sen Sr. Personnel Officer West Chirimiri Colliery	2. Sri Sheo Pratap Explosive Carrier Secretary, S.K.M.S. Union (AITUC) Branch : West Chirimiri Colliery

Witnesses :

Sd/-
Illegible

1. _____

Sd/

Illegible

2. _____

Copy to :

- The Asst. Labour Commissioner (C) Sahadol.
- The Regional Labour Commissioner (C) Jabalpur
- The Chief Labour Commissioner (C) New Delhi.
- The Secretary to the Govt. of India Ministry of Labour, New Delhi.

Distribution :—

- The Addl. C.P.M. (IR) SECL, Bilaspur
- The Dy. C.P.M. Chirimiri Area
- The President/Secretary, SKMS Union, West Chirimiri.

SECL/WC/SKMS /4217/94 dated 21-11-1994

नई दिल्ली, 24 मई, 1995

का.आ. 1761.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-95 को प्राप्त हुआ था।

[सं. एल-22012/243/91-आई आर (सी-II)]
राजा लाल, डेस्क अधिकारी

New Delhi, the 24th May, 1995

S.O. 1761.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S.E.C. Ltd. and their workmen, which was received by the Central Government on 23-5-95.

[No. L-22012/243/91-IR (CII)]
RAJA LAL, Desk Officer

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL—CUM—LABOUR COURT,
JABALPUR (M.P.)
CASE REF. No. CGIT/LC(R)(9)/1992.
BETWEEN**

Shri Baburam, represented through the Secretary National Colliery Workers Federation, P.O. : Kotma Colliery, District Shahdol (M.P.).

AND

The Dy. General Manager/SAM, Kotma Sub-Area of SECL, P.O. Kotma Colliery, District Shahdol (M.P.).

Presided in : By Shri Arvind Kumar Awasthy.

Appearances :

For Workmen : Shri Rohit Arya, Advocate.

For Management : Shri Mukhyopadhyaya.

Industry : Coal Mines District : Shahdol (M.P.)

AWARD

Dated the May 8, 1995.

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/243/91-IR (C-II) Dated 28-1-1992 for adjudication of the following industrial dispute :

THE SCHEDULE

"Whether the action of the management of Kotma Colliery of Jamuna & Kotma Area of SECL in dismissing from services of their workman Shri Baburam, T. No. 1426, Kotma Colliery is legal and justified? If not, to what relief the workman is entitled to?"

2. Parties have settled the dispute and filed & verified the same. Terms of Memorandum of Settlement are as under :—

TERMS OF SETTLEMENT

1. That Shri Babooram S/o Shivmangal Ex-Loader shall be given fresh employment in his substantive post of Piece Rated Loader with initial basic pay.
2. That he will have no claim whatsoever for the idle period i.e. from the date of his termination to the date of his re-instatement and this period will be treated as No work No pay.
3. That his past service will be counted for the purpose of calculation of gratuity only.
4. That he will not re-open the case in future in any forum and this will be treated as full and final settlement.
5. That his re-instatement will be subject to his being found medically fit by the M.S. I/C, RHKC.
6. That he will withdraw the dispute/claim, pending at any Court of law unconditionally.

3. The above terms of settlement are just and proper. No dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 24 मई, 1995

का.आ. 1762.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम् ई सी के प्रबंधन के संवद्ध संयोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है जो केन्द्रीय सरकार को 23-5-95 को प्राप्त हुआ था।

[मं. एल-22012/431/91 आई आर (सी II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 24th May, 1995

S.O.1762.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S. E. C.L. and their workmen, which was received by the Central Government on 23-5-95.

[No. L-22012/431/91 IR (C-II)]

RAJA LAL, Desk Officer

ANNEXURE

In the Central Government Industrial Tribunal-cum Labour Court, Jabalpur (M.P.)

Case Ref. No. CGIT/LC(R)(40)/1992

BETWEEN

1. Motilal, Loader, represented through the Secretary, National Colliery Workers Federation, P.O. Kotma Colliery, District Shahdol (M.P.).

AND

The Dy. General Manager/Sub-Area Manager, Kotma Sub-Area, S.E.C.L., P.O. Kotma Colliery, District Shahdol (M.P.).

Presided in : By Shri Arvind Kumar Awasthy.

Appearances :

For Workman : Shri Rohit Arya, Advocate.

For Management : Shri Mukhyopadhyaya.

Industry : Coal Mines District : Shahdol (M.P.)

AWARD

Dated : 8 May, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/431/91-IR (C-II) Dated 4-3-1992, for adjudication of the following industrial dispute :

THE SCHEDULE

"Whether the action of the Sub-Area Manager, Kotma Colliery of SECL, PO : Kotma Colliery, Dist. Shahdol, in dismissing Shri Motilal, Loader, T. No. 1377 from Company's service w.e.f. 10-5-1990 is legal and justified? If not, to what relief is the workman entitled to?"

2. Workman after filing the statement reached to a settlement with the management. On 26-4-1995 the management filed Memorandum of Settlement dated 7-1-1995. On 4-5-1995 parties verified the settlement. Terms of the settlement are as under :—

TERMS OF SETTLEMENT

1. That Shri Motilal S/o Bhundul shall be given fresh employment in his substantive post of Piece Rated Loader with initial basic pay.
2. That he will have no claim whatsoever for the idle period i.e. from the date of his termination to the date of his reinstatement and this period will be treated as No work no pay.
3. That his past service will be counted for the purpose of calculation of gratuity only.
4. That he will not reopen the case in future in any forum and this will be treated as full and final settlement.
5. That his reinstatement will be subject to his being found medically fit by the M.S.I/C, RHKC.
6. That he will withdraw the dispute/claim, pending at any Court of law unconditionally.

3. Terms of the Settlement are just and fair and as such no dispute award is passed. No order as to costs.

ARVIND KUMAR AWASTHY, Presiding Officer

नई दिल्ली, 24 मई, 1995

का.प्र. 1763.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एस ई सी एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपद

को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-95 को प्राप्त हुआ था।

[सं. एल.-22012/90/94 आई आर (सी-II)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 24th May, 1995

S.O. 1763.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of S E C. Ltd. and their workmen, which was received by the Central Government on the 23-5-95.

[No. L-22012/90/94-IR (CII)
RAJA LAL, Desk Officer

ANNEXURE

In the Central Government Industrial Tribunal-cum Labour Court, Jabalpur (M.P.)

Case Ref. No. CGIT/LC(R)(122)/1994

BETWEEN

The Secretary K.K.S.S. (BMS), Qr. No. 2, P.O. Kotma Colliery, District Shahdol (M.P.).

AND

The Superintendent(Mines)/Manager, Jamuna 9/10 Mines, P.O. Jamuna Colliery, District Shahdol(M.P)
Presided in : By Shri Arvind Kumar Awasthy.

Appearances :

For Union : None.

For Management : Shri A K. Shasi, Advocate.

Industry : Coal Mines District : Shahdol
(M.P.)

AWARD

Dated, May 8, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No. L-22012/90/94-IR (C-II) Dated 2-8-1994, for adjudication of the following industrial dispute :

THE SCHEDULE

"Whether the action of the Supdt. of Mines/ Manager, Jamuna 9/10 mines of SECL for deducting 8 days wages as per proviso to Sec. 9(2) of P.W. Act, 1936 from the wages of workers employed in 9/10 inclines of Jamuna mines who are in receipt of wages more than Rs. 1600/- per

month is legal and justified. If not, to what relief are these workers entitled to?"

2. The workmen or the Union have not turned up in spite of repeated notice and they have not filed the statement of claim.

3. Management has filed an application of the workman in which it is requested that the demands of the workmen for 8 days wages have been complied with by the management and they have no grievance. Consequently, no dispute award is passed. Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer.

नई दिल्ली, 24 मई, 1995

का.आ. 1764.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई सी एल. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-5-95 को प्राप्त हुआ था।

[सं. एल-19012/66/85 डी IV (बी)]

राज लाल, डेस्क अधिकारी

New Delhi the 24th May, 1995

S.O.1764.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of E.C. Ltd and their workmen which was received by the Central Government on the 23-5-95.

[No. L 19012/66/85 D-IVC(B)]
RAJA LAL, Desk Officer

ANNEXURE
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
AT CALCUTTA
Reference No. 52 of 1986

PARTIES : Employers in relation to the management of Parasea 6 & 7 Incline of M/s. E.C. Ltd.

AND

PRESENT : Their Workmen.
Mr. Justice K.C. Jagadeb Roy Presiding Officer
APPEARANCE :

On behalf of Management Mr. P. Banerjee Advocate.
On behalf of Workmen None
State : West Bengal Industry : Coal.

AWARD

By Order No. L 19012/66/85 D. IV (B) dated 4th July 1986 the Central Government in exercise of its powers under section 10(1)(d) and sub section 2A of the Industrial Disputes Act 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the action of the Management of Parasea 6 & 7 Incline of M/s. Eastern Coalfields Limited P.O. Parasea

Distt. Burdwan in stopping Sh. Baijnath Singh Overman from his work with effect from 20-5-1985 is justified? If not to what relief the workman is entitled?"

2. Even though it is a case of 1986 the workmen has not entered appearance in this case till now though the management has appeared through their counsel Mr. P. Banerjee and Mr. T. Chakraborty an officer of the management.

3. The workmen had notice of the proceeding and made an application to the Tribunal for further time for filing written statement and the Tribunal by its order dated 27-5-1992 allowed them time to file written statement by 1-7-1992. Though the written statement has been filed by the management no written statement is filed by the workmen till now nor the workmen have come forward with the documents or taken any steps to examine any witness in support of their case.

4. The case of management was Baijnath Singh Overman had to stop his work as he has completed his 60th year and superannuated. According to the evidence of MW 1 led by the management the witness who was Senior Personnel Officer of Parasea of Eastern Coalfields Ltd. the date of birth of Baijnath Singh was recorded in B Form Register prepared and maintained under the Mines Act shows it to be 20th May 1925 which was affirmed by Baijnath Singh who has put his signature against this. This statement of MW-1 was also not challenged by cross-examination.

5. In such view of the matter I have no alternative but to hold that Baijnath Singh had superannuated and the management of Parasea 6 & 7 Incline of M/s. Eastern Coalfields Limited P.O. Parasea District Burdwan was justified in stopping Baijnath Singh to continue the work after 20-5-1985.

The reference is answered accordingly.

K.C. JAGADEB ROY, Presiding Officer

Dated : Calcutta
The 9th of May 1995

नई दिल्ली, 26 मई, 1995

का.आ. 1765.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार जयन्त प्रोजेक्ट आफ एन. सी. एल., जयन्त कोलियरी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-95 को प्राप्त हुआ था।

[सं. एल-22015/8/91-आई आर (कोल II)]

राजलाल, डेस्क अधिकारी,

New Delhi the 26th May, 1995

S.O.1765.—In pursuance of Section 17 of the Industrial Disputes Act 1947 (14 of 1947) the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Jayant Project of N.C.L. Jayant Colliery and their workmen which was received by the Central Government on the 24-5-95.

[No. L-22015/8/91-IR(C-II)]

RAJA LAL, Desk Officer

ANNEXURE

नई दिल्ली, 26 मई, 1995

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case Ref. No. CGIT/LC(R)(190)/1991.

BETWEEN

Shri Bharat Lal and 32 others represented through the
General Secretary, Coalfields Labour Union, Main Road,
Hajaribagh (Bihar)-825 301

AND

The General Manager, Jayant Project of N.C.L., Post Jayant
Colliery, District Sidhi (M.P.)-485 890.

PRESIDED IN : By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workmen : None.

For Management : Shri A.K. Shasi, Advocate.

INDUSTRY : Coal Mine DISTRICT : Sidhi (M.P.)

AWARD

Dated May 18, 1995

This is a reference made by the Central, Government,
Ministry of Labour, vide its Notification No. L-22015/8/91/
IR(C-II) Dated 15-10-1991, for adjudication of the follow-
ing Industrial dispute.

SCHEDULE

"Whether the non-regularisation of Shri Bharat Lal and
32 others into E.P. Helpers Grade E by the management of
General Manager, Jayant Project of N.C.L., Distt. Sidhi, is
justified or not? If not, to what relief the concerned work-
men are entitled to?"

2. The case of the workmen is that these 35 workmen
were transferred in between 1980 and 1981 from Kedla Colliery
in Bihar to Jayant Colliery in M.P., they never applied for the
transfer and that on 20-5-1985 an order was issued by the
Personnel Manager Jayant Project placing them in Cat. III,
as Cableman which work has not performed by these work-
men. The workmen have prayed that as per existing rules
they are entitled to be regularised as E.P. Helper Grade 'E'
and they are entitled for the consequential benefits thereof.

3. The case of the management is that these 35 workers
were from Madhya Pradesh and they applied for their trans-
fer to Jayant Project from Bihar and on their request they
were transferred to Jayant Project; that these workers are illite-
rate and they do not have the required qualifications for regu-
larisation as E.P. Helpers.

4. The workmen sent the statement of claim by post and
there after they do not appear inspite of repeated notice. The
workmen have not given any evidence for the absorption as
E.P. Helpers Grade 'E'. For the absorption and regularisa-
tion as E.P. Helpers Grade 'E' the required qualification is
that the workmen should be literate. The workmen have not
proved the entitlement and the fact that they were trans-
ferred on their own wish to Jayant Project.

5. In view of the cadre scheme of E.P. Helpers Gr. 'E'
the act of the management is held justified and the reference
is answered in favour of the management. Parties to bear
their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer

का.आ. 1766.—औद्योगिक विवाद अधिनियम, 1947
(1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय
सरकार, नार्थन कोलफील्ड्स लिमि. के प्रबंधन के संबंध
नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट
औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण,
जबलपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार
को 24-5-95 को प्राप्त हुआ था।

[गं. एल-22012(33)/89-आई ग्रा (कोल-2)]

राजा लाल, डेस्क अधिकारी

New Delhi, the 26 May, 1995

S.O. 1766.—In pursuance of Section 17 of the Industrial
Disputes Act, 1947 (14 of 1947) the Central Government
hereby publishes the award of the Central Government In-
dustrial Tribunal, Jabalpur as shown in the Annexure in the
Industrial dispute between the employers in relation to the
management of Northern Coalfields Ltd. and their work-
men which was received by the Central Government on
24-5-95.

[No. L-22012/33/89-IR (Coal-II)]

RAJA LAL, Desk Officer

ANNEXURE

In the Central Government Industrial Tribunal-
cum Labour Court, Jabalpur (MP)

Case Ref. No. CGIT/LC(R) 176(1989)

BETWEEN

Shri Ramanugrah Pande, Dumper Operator,
Amlohari Project, Gram Hardi, Post Pachara, District
Sidhi (MP.)

And

The Director (Tech.) Northern Coalfields Ltd.,
Singrauli Area, Post Singrauli Colliery, District Sidhi
(M.P.)

PRESIDED IN : By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman : Shri S.P. Sharma, Advocate.

For Management : Shri R. Menon, Advocate.

INDUSTRY : Coal Mines DISTRICT : Sidhi (MP.);

AWARD

Dated : MAY, 8, 1995

This is a reference made by the Central Government,
Ministry of Labour, vide its Notification
No. L-22012(33)/89 IR (Coal-II) dated 19th September,
1989, for adjudication of the following industrial
dispute :

SCHEDULE

"Whether the action of the Management of
Northern Coalfields Ltd. in dismissing Sri Ramanugrah

Pande, Dumper Operator, Dudhichua, from services w.e.f. 19-2-1987 is justified? If not, to what relief the workman concerned is entitled?

2. Admitted facts of the case are that the workman, Ramanugrah Pandey, was working as a Dumper Operator in Dudhichu Project of M/s. Northern Coal fields Ltd; that Shri S.N.P. Rai, Personnel Manager was appointed as the Enquiry officer and that the workman was dismissed vide order dated 14-2-87.

3. Case of the management is that on 14-10-1985 at about 3.30 p.m. workman entered in the Bungalow of the General Manager and created a violent situation inside the Bungalow by abusing senior officers and using filthy language against them; that Shri O.P.N. Sinha, office superintendent and others reached there and when they restrained the workman, the workman assaulted Shri O.P.N. Sinha with chappals and abused him; that in the domestic enquiry the management examined six eye-witnesses and that the workman was found guilty for serious misconduct and he was removed from the service.

4. The case of the workman is that he was a member of Rashtriya Koyla Khadan Mazdoor Sangh and the workman protested against the illegal acts of the management which caused annoyance to their officers; that in the charge sheet false allegations were made against him; that the S.D.M. Singrauli has dismissed the criminal proceeding which was launched by the management against the workman. The workman has claimed reinstatement with back wages.

5. Following are the issues with my findings:

ISSUES

1. Whether the enquiry is proper and legal?
2. Whether the management is entitled to lead evidence before this Tribunal?
3. Whether the charges of misconduct are proved on the facts of the case?
4. Whether the punishment awarded is proper and legal? Its effect?
5. Relief and costs.

FINDINGS:

6. My learned predecessor vide order dated 16-3-1992 has held that the domestic enquiry was fair, proper and legal and the case was posted by him on the issue of perversity of findings and the quantum of punishment.

7. From the statement of complainant Shri O.A. Sinha, it is clear that Ramanugrah Pandey was hurling abuses on the officers in the Bungalow of the General

Manager and at about 3.00 p.m. he received the telephone call that the workman Shri Pandey is not going out inspite of efforts by the Guard of the General Manager; that Shri O.P. N. Sinha and others asked the workman not to hurl abuses, the workman assaulted O.P.N. Sinha with chappals and gave him threat.

8. Management has examined T.D. Sharma, Mutak Lal Durao Prasad & P. Tigga and his witnesses fully corroborated the statement of the complainant, O.P.N. Sinha. Consequently findings of the Enquiry officers require no interference and are confirmed.

9. It is observed in the case of L. Michall Vs. Johnson Pumps India Ltd. (1975) (3) SCR 489 at 492 AIR 1975 SC. 661 that security of employment is the first requisite of a worker's life. The second equally axiomatic consideration is that a worker who wilfully or anti-socially acts and imposes high risk to the administration then in the interest of industrial peace he should be removed without tears. In case of Lallan Ram Vs. D.C.M. Chemical Works Ltd. 1978 (3) SCR 82 -AIR 1978 SC 1004 it is observed that the punishment of dismissal cannot be said to be out of proportion for proved misconduct of assaulting superior officers. The duty rest on the workman not to be unruly and abusive inside the General Manager's Bungalow and assault with Chappals a senior officer. Such worker deserves dismissal from service. Loss of confidence in such a worker is apparent. The judgment of the S.D.M. is not filed by the workman. In the proceedings before the S.D.M. the truth regarding allegations u/s 332 I.P.C. is not considered and jurisdiction to try such case with the judicial Magistrate. Consequently termination of the proceedings before the S.D.M. is not a circumstance in favour of the workman.

10. The order of dismissal of the workman was just and proper and the reference is answered in favour of the management. Parties to bear their own costs.

"ARVIND KUMAR AWASTHY", Presiding officer

नई दिल्ली, 26 मई, 1995

का.आ. 1767 -- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हासडियो एरिया आफ एल. ई. सी. एल. राउथ आगरा-खंड कोलियरी के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार, औद्योगिक अधिकरण, जबरनपुर के पंचपद

को प्रकाशित करती है, जो केन्द्रीय सरकार को 24-5-95 को प्राप्त हुआ था

[सं.-एल-21012/81/86-डी-3(बी)/आईआर (कोल-I)]
राजा लाल, डेस्क अधिकारी

New Delhi, the 26th May, 1995

S.O. 1767.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal Jabalpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of Hasdeo Area of SECL, South Jhagrakhand Colliery and their workmen, which was received by the Central Government on the 24-5-95.

[No. L-21012/81/86-DIII(B)/IR(Coal-I)]

RAJA LAL, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (MP)

Case Ref. No. CGIT/LC(R)(18)/1987

BETWEEN

Shri Tutul Sengupta, represented through the Vice President, Koyla Shramik Sangh (CITU) P.O. Kurasia Colliery, District Surguja (MP).

AND

The General Manager, Hasdeo Area of SECL, P.O. South Jhagrakhand Colliery, District Surguja (MP).

PRESIDED IN : By Shri Arvind Kumar Awasthy.

APPEARANCES :

For Workman—Shri R. K. Gupta, Advocate.

For Management—Shri P. S. Nair, Advocate.

INDUSTRY : Coal Mines DISTRICT : Surguja (MP).

AWARD

Dated : May 8, 1995

This is a reference made by the Central Government, Ministry of Labour, vide its Notification No L-21012/81/86-D. III(B) dated 20th January, 1987, for adjudication of the following industrial dispute :

THE SCHEDULE

“Whether the dismissal of Shri Tutul Sengupta, Coal Despatch clerk of West Jhagrakhand Colliery by the management of West Jhagrakhand Sub Area of WCL, vide letter No. SAM/WJ/Dismissal/812200 dated 9-10-81 by the Dy. Chief Mining Engineer Sub Area Manager, is justified? If not, what relief the workman is entitled for?”

2. The admitted facts of the case are that the workman, Tutul Sengupta, was employed as Coal Despatch Clerk and was posted to work in West Jhagrakhand Colliery under the Sub-Area Manager, West Jhagrakhand; that the management issued a chargesheet to the workman on 3-6-1981 and Shri S. N. Prasad, Dy. Personnel Manager conducted the domestic enquiry and he was held guilty; that the Disciplinary Authority, the General Manager, S.E.C.L., dismissed the workman from service by order dated 9-10-1981.

3. The case of the management is that Tutul Sengupta was served with the charge-sheet dated 3-6-1981 in which the charges were levelled against him. It runs as under :

“It has been reported to the undersigned that on 27th April, 1981, 30 boxes empties were supplied to West Jhagrakhand Colliery for loading steam Coal grade B at Kankaria against allotment dated 21-4-81. The Colliery Loaded the 29 boxes and box No. CR 89268 was rejected by the Colliery. Instead of preparing D/Notes and other statements such as weighment return and loading advices (for billing purposes) for 29 boxes, D/Notes and other statements for 26 boxes were actually prepared and 3 loaded boxes namely CR 104191, NR 86701 & SE 56618 were shown as rejected. Thus you have cheated the management financially by selling 180 tonnes of steam coal worth Rs. 28,440 with ulterior motives for pecuniary gains.

On 29-4-81, 30 boxes empties were supplied for loading steam coal at Surat Mills against allotment dated 28-3-81. Colliery loaded 30 boxes, but D/Notes & other records prepared by you were only for 26 boxes. 4 (Four) wagons namely steam SE 68627, WR 73669, SE 65363 & SE 89532 though actually loaded with steam coal grade B were shown as rejected in the subsequent D/Notes and other statements. Thus you again cheated the management finance Jhagrakhand Colliery have forged the documents for pilfering (7 boxes) 420 tonnes of steam coal worth Rs. 66,360.00 and selling the same to unauthorised parties for pecuniary gains.

The aforesaid acts committed by you constitute misconduct under Para 31(I), 31(3), 31(11) and 31(23) of Clause 31 of the Colliery Certified Standing Orders”.

The Enquiry Officer, Shri S. N. Prasad, recorded the statement of the witnesses and gave finding that the charges of various irregularities in loading of coal, preparing of despatch notes, weighment returns causing financial loss of Rs. 66,360 to the Company were proved; that looking to the gravity of the misconduct the workman was removed from the service.

4. The workman has alleged that the principles of natural justice were flagrantly violated during the domestic enquiry and the presenting officer was ex-

aminated management's witnesses. Other serious irregularities were done during the enquiry; that the charges against the workman were not proved and the workman has prayed for setting aside the order of dismissal dated 9-10-1981.

5. Following issues were framed in the case :

ISSUES

1. Whether the domestic departmental enquiry is proper and legal ?
2. Whether the punishment awarded is proper and legal ?
3. Whether the management is entitled to lead evidence before this Tribunal ?
4. Whether the termination action taken against the workman is justified on the facts of the case ?

5. Relief and costs.

6. My learned predecessor has held vide order dated 1st January, 1981 that the domestic enquiry is vitiated on account of the serious irregularity committed by the Enquiry Officer. Prayer of the workman and the management was granted to prove the case.

7. From the perusal of the order sheet, it is clear that on 23-8-91, 28-10-91, 27-1-92 and 16-3-92 case was fixed for evidence and the management prayed for adjournment. Similarly management took several departmental enquiry papers. However, ultimately the management and the workman has reached in a Settlement in such a serious case of misconduct regarding the commission of theft and embezzlement. Settlement is uncalled for. Such conduct of the management ultimately gives encouragement to dishonest employees and it gives rise to the corruption in Coal India. Management was careless in not producing evidence and documents in time and in such a reference concerning corruption and embezzlement, the carelessness and apathy of the management in the disposal of the case needs censure.

8. It is mandate of civilised society and International Labour Organisation recommendation No. 119 adopted in June 1963 by Government of India and incorporated in Industrial Disputes Act that the right of the worker to appeal against the adverse order of Management to neutral body is inherent. It is now our constitutional duty to nurture this right and not to frustrate it and defeat by the authorities by their apathy and carelessness in presenting the case before the Tribunal and thereby send wrong signal to the poor workman and similarly placed other aspirant of justice that their management is capable of perpetuating their hegemony and manipulate the sacrosanct fundamental rights of his worker. As such it is incumbent on the authorities concern to supervise that unnecessary delay in filing replies and documents in the Tribunal is not made by their officers authorised to deal with the case before the Courts or Tribunals.

9. However, Settlement is filed and verified by the parties and it is accepted.

10. Following are the terms of Settlement :—

Terms of Settlement

1. Agreed that Sri T. K. Sengupta, Ex-coal Dispatch Clerk of Hasdeo Area will be reinstated on the job held prior to his dismissal from the services i.e. Coal Dispatch Clerk under NCWA-IV w.e.f. 2nd August, 1993 and will report for duty to Dy. CME/SAM/KD SA.
2. Agreed that a lump sum amount of Rs. 1,70,000 (One lakh seventy thousand) will be paid to Sri T.K. Sengupta towards the payment of back wages and all other consequential benefits and as per interim order dated 01-11-1991 of the Presiding Officer, CGIT, Jabalpur in case No. LC(R)/18/87.
3. Agreed that the above amount will be paid to Sri T.K. Sengupta within a month after obtaining approval from the SECL Hd. Qr., Bilaspur.
4. Agreed that the basic wages will be fixed notionally from the date of dismissal i.e. 09-10-1991 without any monetary benefits.
5. Agreed that the services of Sri T.K. Sengupta will be treated as continue for the purpose of Gratuity only.
6. Agreed that the dispute is fully and finally resolved on account of the above settlement and the workman/union further agreed that the issue settled herein will not be raised at any forum before any authority.
7. Agreed that Sri T.K. Sengupta will withdraw the case no. CGIT/LC(R)(18)/87 pending before the Presiding Officer, CGIT, Jabalpur, as well as other cases/claims pending in different courts/authorities, if any.
8. Agreed that Sri T.K. Sengupta will produce Identity Card/Attested photographs to the competent authority at the time of joining for proper identification.
9. Agreed that the copy of settlement will be sent to RLC(C), Jabalpur for registration and will also be filed before the Presiding Officer, CGIT, Jabalpur for passing award on the above lines of settlement.

The reference is answered as per above terms of settlement.

To check the reoccurrence of the apathy of the management in cases of corruption in Coal India it is necessary to see that the concerned authority should make proper enquiry of the adverse remark passed in the award to stop such recurrences of the grave lapses.

Parties to bear their own costs.

ARVIND KUMAR AWASTHY, Presiding Officer.

नई दिल्ली, 26 मई 1995

क.प्र. 1768.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय

सरकार एल. आई. सी. ऑफ इंडिया के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, 2 बम्बई के पंटेपट का प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-95 को प्राप्त हुआ था।

[संख्या एल-17012/62/92/आई.आर. (बी. 2)]

बी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 26th May, 1995

S.O. 1768.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, 2 Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of LIC of India and their workmen, which was received by the Central Government on 25-5-1995.

[No. L-17012/62/92-IR(B-II)]

V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 BOMBAY

PRESENT

SHRI S. B. PANSE, Presiding Officer.

REFERENCE NO. CGIT- 232 OF 1993

Employers in relation to the management of
Life Insurance Corporation of India.

And

Their workmen.

APPEARANCES :

For the Employer.—Mr. Deshmukh & Mrs.
Sankpal Representatives.

For the workmen.—Mr. A. S. Dev Representative.
Bombay, dated 12th of May, 1995

AWARD

The Government of India Ministry of Labour by its letter No. L-17012/62/92-IRB.II dated 26th of March, 1993 had sent the industrial dispute to this Tribunal for adjudication which is in the following terms.

SCHEDULE

"Whether the action of the management of L.I.C. of India, Thane Divisional Office in not considering to absorb Mr. P. V. Gharat, Mr. H. Y. Punde and Mr. U. B. More in class IV Cadre is legal and justified? If not, to what relief are the workmen entitled to?"

2. The General Secretary of the Union file the statement of claim. He had given a brief history of the dispute which can be said to be not in dispute. In the year 1982 the Association raised a dispute in respect of daily rated, temporary and part time workman in LIC demanding absorption of all such workman in regular vacancy. The Government of India referred to the said dispute to the National Industrial Tribunal presided by Dr. R. D. Tulpule on 19-04-1986 he passed an award based on concious among the parties. The management was not happy with the said decision it therefore, approached the High Court of Bombay by a writ petition No. 180 of 1986. It came to be dismissed. No further steps were taken by the management against the said dismissal.

3. The Corporation issued instructions dated 17th and 19th of September, 1986 as if to implement the said award. The instructions were challenged by the Union. A reference was made to the National Industrial Tribunal under section 30A of the Industrial Disputes Act. The Tribunal gave its award on 26-8-1988 upholding the contentions and interpretations give by the Association to various directions of the earlier Award. The Corporation challenged that award in the Supreme Court but at the same time arrived with the memorandum of understanding (MOU) with all but one party to the said award and before the SLP came up for hearing filed the said MOU with the prayer that the said MOU may be allowed to be implemented. The Supreme Court as an interim measure allowed the Corporation to implement the MOU. The Association submits that the workman in class IV who had to work for 70 days in any year (1982, 1983, 1984 & upto 20-5-1985) were directed to be absorbed in a permanent service subject to their passing the written test and/or interview.

4. The Association submits that these workers became eligible for and entitled to right of absorption by virtue of the fact that they had fulfilled the minimum number of days namely 70 days in calendar year. The workers More and Gharat who were working as a daily labourers at the rate of Rs. 15 per day were given calls for written test on 23-4-1989. Both of them were writing papers in the examination hall. At that time Assistant Divisional Manager Shri P. K. Naik came there and asked both of them to leave the hall without disclosing them the reasons for such sudden removal from the examination hall and that too without prior notice. At the instance of the representative of the Union the manager made remarks on papers of both the candidates which reads as follows :

In case of Shri P. B. Gharat :

"As per Shri P. B. Gharat was employed on daily wages as Hamal for the period 27-2-1984 to 10-8-1984 intermittently at the rate of Rs. 15 per day as Hamal and hence he is not found eligible.

Sd/-

P. K. NAIK. (P & IR)
23-4-89"

In case of Shri U. B. More :

"The candidate worked on daily basis during the period from 21-7-1984 to 11-10-1984 at Rs. 15 per day for intermittent period and is not found eligible as per the agreement reached.

Sd/-

P. K. NAIK (P & IR)
23-4-89"

5. So far as the case of workman H. Y. Punde is concerned he had worked as a sweeper and was assigned miscellaneous job pertaining to class IV in the branch during the period 1-1-82 to 20-5-1985. Hence he was not called to write the test. By virtue of the working days he was eligible to absorption in the post of sweeper.

6. The Union contended that all these workman fulfilled the criteria of eligibility to be considered for absorption. These workers had done job being done by class IV of the Branch in any other branch of the Corporation. Gharat and More worked as a peons and Punde was assigned the Job of sweeping and cleaning of the premises. Besides these they were also engaged in other types of jobs. Under such circumstances the action of the management in not allowing Gharat and More for the written examination is violative of the Award and not considering the case of Punde is also in violation of the Award MOU and the relevant circular of the Central Office. For all these reasons it is prayed that the action of the management in not absorbing these workman be held to be illegal and unjustified and they may be directed to absorb them in respective post alongwith consequential benefits in all respects including promotional eligibility under the promotion rules and cost.

7. The Corporation resisted the claim by the written statement (Ex. '3'). It is contended that the corporation is established by an Act of 1956. The employees of the LIC enjoy the statutory status. The method of recruitment, the terms and conditions of the employees of the LIC are regulated by the rules and regulations framed under section 48 and section 49 of the said Act. These rule and regulations have a statutory force. They are binding on all concern. It is contended that no appointment can be made except the procedure given under the said Act.

8. The Corporation pleaded that no appointment letters were issued to these workers nor they were employed in a regular cadre against a leave vacancy or otherwise. Through an administrative lapses letters came to be written to both of them asking them to appear for written test. As they were not eligible for absorption they were not allowed to appear for examination when an examination was conducted for the eligible candidates on 23rd of April, 1989. So far as case of Punde is concern he was engaged as a watchman for fetching and storing water. These 3 workers were engaged in odd categories other than regular categories of sub-staff. None could therefore be considered for absorption in terms of National Industrial Tribunal Award or otherwise. It is avert that under such circumstances there is no justification in the claim of these workers which deserved to be dismissed with cost.

9. The Union filed its rejoinder at Ex. '4' and reiterated the contentions taken in the statement of claim.

10. The issues that fall for my consideration and my findings thereon are as follows.

ISSUES

FINDINGS

1. Whether the action of the Management of LIC of India Thane Divisional Office is no considering to absorb Mr. P. V. Gharat, Mr. H. Y. Pune & U. B. More in class IV cader is legal and justified. Not justified.
2. If not what relief the workman entitled to. As per final order.

REASONS

11. To Bolster up the case P.V. Gharat and Uday Balaji More the workman had filed their respective affidavits at Ex. '7' & '8'. On behalf of the Corporation nobody enter into the witness box. They relied on the documents on the record.

12. It is not in dispute that all these 3 workers had worked for more than 70 days in a period between 1-1-1982 to 25-5-1985. Gharat and More affirmed that they had done the work of a peon. They had narrated the duties they performed. In the cross-examination nothing had come on the record to show that they were not doing those work. The nature of work they narrated such as taking out books, file from cabins, taking out registers, handing over loan ledger and other registers to the concern clerk and other works narrated by them clearly go to show that there work was that of a peon. It is not in dispute that the calls were given to them for written test dated 23-4-1989 but they were removed from the examination hall finding them ineligible.

13. As this juncture it can be seen that a terms of compromise were filed in the Supreme Court of India in SLP No. 14906 of 1988 which was affirmed by Ramchandran a deputy Secretary (legal) of the Corporation. This MOU is at Ex. '6/3'. Paragraph 2 of the said MOU reads as follows :

"The Management agrees to consider the temporary/part-time/badli workman employed by the petitioner or 85 days in any two years in a class III post and for 70 days in any three years in a class IV post of its establishments during the period 1-1-82 to 20-5-85, for regular employment on the basis and in the manner stated hereinbelow. The temporary/part-time/badli workmen who had made applications for regular employment on or before 7-7-1986 or those temporary/part-time/badli workmen whose applications had been received after 7-7-1986 but before 6-3-1987 and had been rejected on account of late submission, shall be eligible for consideration for regular employment. The selection of candidates shall be made on the basis of the following qualifications, age, test, interview and also having regard to the number

of days worked by the candidates. A panel of selected candidates shall be made and the selected candidates shall be appointed in regular employment from the panel in the order of merit prospectively from the dates to be notified as and when vacancies in sanctioned posts for regular employment are filled in from time to time.'

14. From reading of that MOU it is clear that the present workers are eligible for regular employment provided they fulfilled the conditions mentioned in the paragraph above. So far as these workmen have concerned they have narrated the work they carried out which cannot be said to be odd categories other than the regular categories of sub staff IV.

15. The argument which is advanced on behalf of the management in view of MOU cannot be considered at all. It is rightly argued on behalf of the Union that this argument was advanced before the High Court of judicature of Bombay while challenging the Award passed by National Industrial Tribunal. I find substance in the same.

16. In view of MOU these workers are eligible for considering the regular post but it does not mean that they are entitled to the said post. In MOU it is nowhere mentioned that a worker who had worked for more than 70 days in that period has to be automatically absorbed in a regular cadre. It appears that they are held to be eligible for getting regular post provided they fulfill other conditions such as test, oral interview, medical examination etc. So far as these workers are concerned they were deprived for appearing the examination and getting the job if found suitable. Due to the lapse of these years it might have happened that these workers might have crossed the age limit. It is only because of the action of the Corporation. The Union had claimed that these workers are to be absorbed in the cadre of peons and sweepers what the MOU speaks is not an absorption but only a eligibility for absorption if other conditions are fulfilled. Under such circumstances what is denied by the Corporation has to be given to the workman and nothing more than that. Under such circumstances the Corporation has to be directed to allow these workers to appear for the necessary test for the post of peons and sweepers and if they got through from those test then only they will be held to be eligible for getting the regular post and not before that. In the result I record my findings on the issue accordingly and pass the following order.

ORDER

1. The action of the management of LIC of India, Thane Divisional Office in not considering to absorb Mr. P. V. Gharat, U. B. More and Mr. H. Y. Punde in class IV cadre is not legal and not justified.

2. The Corporation is directed to take the necessary test of Gharat and More for the post of peon and of Mr. Punde for the post of sweeper and ascertain whether they can be appointed in a regular post. If they get through from those test they are to be posted forthwith.

S. B. PANSE, Presiding Officer

नई दिल्ली, 31 मई, 1995

का.आ. 1769.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन बैंक के प्रबंधन के संयुक्त निरीक्षकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में, औद्योगिक अधिकरण, मद्रास के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-95 को प्राप्त हुआ था।

[संख्या एल-12011/49/85/डी-II ए/आई. आर. (बी. II)]
वी.के. शर्मा, डेस्क अधिकारी

New Delhi, the 31st May, 1995

S.O. 1769.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Bank and their workmen, which was received by the Central Government on 31-5-1995.

[No. L-12011/49/85/D-IIA/IR(B-II)]
V.K. SHARMA, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, MADRAS

Thursday, the 2nd day of March, 1995

PRESENT

THIRU K. PONNUSAMY, M.A B.L.,
INDUSTRIAL TRIBUNAL

INDUSTRIAL DISPUTE NO. 36/1986

(In the matter of the dispute for adjudication under Section 10(1)(d) of the Industrial Disputes Act, 1947 between the Workmen and the Management of Indian Bank, Madras-1.)

Between

The Workmen represented by
The General Secretary,
Indian Bank Employees Association,
56, Linghi Chetty Street,
Madras-1.

AND

The Chairman-cum-Managing Director,
Indian Bank, Rajaji Road,
Madras-1.

REFERENCE:

Order No. L-12011/49/85-D-II(A), dated 26-5-1986,

Ministry of Labour, Govt. of India, New Delhi.

This dispute coming on for final hearing on Wednesday, the 22nd day of February, 1995, upon perusing the reference, claim and counter statements and all other material papers on record and upon hearing the arguments of Thiru K. Chandru, Advocate appearing for the Workmen and of Thiru G. Venkataraman for Tvl. Aiyar and Dolia, Advocates appearing for the Management and this dispute having stood over till this day for consideration, this Tribunal made the following :

AWARD

This reference has been made for adjudication of the following issue.

“Whether the demand of Indian Bank Employees Association, Madras in demanding for a policy for fixing the seniority of employees on their transfer from one branch/station to another, for the purpose of considering them for promotion, grant of special pay, and other benefits, is justified? If so, what should be the guidelines in this respect?”

Industrial dispute is raised to pass an award holding that in the event of transfer of any employee from one station to another station, his branch seniority should be protected and his rights to get the allowance as well as the other persons who are in the next in command right to get their allowance should be completely protected for the special pay and other benefits.

2. The case of the petitioner briefly stated is as follows :

The service conditions of the workman employed by the respondent bank are governed by an award of National Industrial Tribunal, popularly referred to as Sastry Award. The terms of Sastry Award were subsequently modified by Bipartite Settlements entered into between the various managements of the banking companies and the trade unions representing the workmen employed by them. The 4th Bipartite Settlement dated 17-9-84 is in force. The first time in National Industrial Tribunal presided over by Justice Panchapakesa Sastry dealt with question of transfer of workmen employed by the bank as it was one of the items of reference for adjudication. The Tribunal dealt with this issue in paras 533 to 537 of its award. The Tribunal in its award gave a direction to the banks that the transfer should be limited and should not be done more than once in a year. The Sastry Award also restricted the power of transfer with reference to the subordinate staff and it made an embargo that transfers cannot be made beyond the language area even for the clerical staff. Sufficient safeguards were also provided for Union office bearers in the matter of transfer. Service condition with reference to the transfer was continued to be in force from the year

1953 and there was practically no change even in the subsequent Bipartite Settlements. Clause 15 of the said Settlements clarify the protection given to the office bearers of trade unions in the matter of transfer and such concession was available only to office bearers of the registered unions and not to units/branch level office bearers. Normally when the employees are transferred from one station to other station, they are entitled for conveyance charges, for the entire family and luggage charges and also joining time. In view of the enormous expenditure involved the respondent-bank sparingly used the power of transfer and wherever transfers were effected for oblique reasons, the same was struck down by the Courts of this land. The respondent bank at present employs about 23,000 employees out of which approximately 17,000 are award staff. The majority of the workmen have put in more than five years of service. In order to abrogate the difficulties faced by the employees bank also has a scheme for voluntary transfers which are referred as request transfers. The Central Government issued circulars by which it was stated that the workmen should be transferred once in 5 years. Even during the discussion for the 4th Bipartite Settlement the bank management never brought this as a subject and direction of this nature given by the Union Government was wholly improper and outside the path of Industrial relations. Neither the Central Government nor the respondent bank never convened any meeting either at the bilateral level or at the tripartite level with reference to implementing so called mass transfer policy. Even reason that were sought to be projected for the introduction of the policy were not, not only convincing but also involves drying up all public funds in a grand scale. The respondent-bank without reference to the Sastry Award and other Bipartite Settlements issued circular dated 18-9-84 stating that the intended implementing the so called policy directive issued by the Central Govt. The said circular apart from intending to transfer employees on a routine basis not due to administrative reasons, or for exigencies of service, but in a routine and mechanical manner also stated that the employees will be put to least inconvenience and employees who were drawing special allowances will be protected from drawing that allowance. As soon as the circular was issued the petitioner-union lodged its project, and also brought to the notice of the respondent innumerable hardships and anomalies that will result to by giving effect to such false policy directives issued by the Government. The petitioner-union also stated that unless there is a rational basis for effecting transfer it cannot be made into a routine office matter which will not only affect seniority but will also drain the public offer for meeting the expenses involved in the transfer. Instead of promoting the healthy industrial relations,

such mass transfers can only sack the morale of workmen and there will be very little motivation in accepting such transfers and the respondent bank failed to come to a reasonable term on this issue. The petitioner-union issued a strike notice dated 23-3-85 which finally resulted in conciliation proceedings initiated by the Regional Labour Commissioner (Central) which ultimately ended in the above reference for adjudication. The respondent in blatant violation of the provisions of the Industrial Disputes Act, more particularly Sec. 33 of the Act, issued an office circular dated 16-6-86 containing sweeping changes in service conditions of the employees with reference to the question of transfer, which is an issue which is directly under reference, for adjudication. The stand taken by the respondent basing upon the policy directives issued by the Central Government with reference to the issue of mass transfer is wholly improper, illegal, and unsustainable in law. The main reason advocated by the so called policy framer was that if an employee stays in a particular place it is likely that he may develop a Vested interest and that the banking industry is a sensitive industry. Developing vested interest is a very vague allegation made by the respondent bank and it directly reflects on the integrity and honesty of an employee. The respondent bank has got a vast net work of superior officers and with reference to the various acts and omissions which involved misconduct for which disciplinary powers are amply conferred upon the authorities of the bank. Besides this, the bank has also got a vigilance department, and also being under the ownership of the Central Government it also comes directly under the provisions of Corruption Act, 1970. Even in the last few years the number of disciplinary actions taken by the respondent Bank with reference to misconduct-Committed by workmen in the bank in relation to its direct business is very few. It will in no way justify enmass transfer as profounded by the respondent-bank. By effecting such transfers the seniority of the workmen will have to be necessarily protected. At present employees are receiving various special allowances, depending upon the higher duties bestowed upon them. Normally such special allowances like Key allowance, machine allowance were all given to persons who were senior in service and for the purpose of reckoning seniority the branch seniority is adopted as a criteria. When transfers are effected enmass it will necessarily involve in disturbing these special allowances received by workmen and also workmen who are next in the hierarchy and who are yet to receive such allowances. The alternative prescribed by the respondent bank vide their circular dated 16-6-86 introducing City Seniority and district seniority will in no way help the

present situation and it will create more anomalies and which will result in more heart-burning than the maintenance of cordial industrial relations between the workmen and the respondent-bank. Whenever transfer is involved of any workman his seniority in his branch should not be affected for the purpose of grant of special pay and other benefits. This in effect will result in the bank absolutely keeping the transfer issue only on administrative grounds and as provided by the Sastri Award. Any other view of the matter involving in giving effect to the irrational policy approach will not only cause hardship and huge expenses but also will not serve any useful purpose. The respondent should be directed not only to protect the seniority of the first person who is having already the conferred allowance but also the other persons in the hierarchy. The branch seniority that has been working satisfactorily all these years should not be disturbed for the purpose of conferring these special allowance for the higher duties allotted to workmen. The system of conferring benefits of getting the allowance of the senior most person in the branch has become a condition of service of all the employees and therefore on the guise of adopting mass transfer policies, the respondent cannot be allowed to deprive such a seniority which has stood the test of time all these years.

3. The defence of the respondent briefly stated is as follows: The reference made by the Central Government to this Tribunal is incompetent, misconceived, and unlikely to be rejected. Reference made to this Tribunal to frame a policy for fixing the seniority of employees on their transfer from one station to another for the purpose of promotion, Special Pay and other allowances. Promotion from clerical cadre to Officer cadre is made as per promotion policy settlements. Promotions are in no way affected by the proposed transfer policy, as total service of the bank is taken for the purpose of determining eligibility for promotion. In the event of this Tribunal framing any scheme or guidelines for transfer then it will affect not only the respondent bank's employees in all the States, but all the banks in general in all the States and it will create serious repercussions in all the States. Central Government instead of referring the matter to National Tribunal has referred the matter to this Tribunal. On this ground this Industrial dispute is liable to be dismissed in limine. The Industrial Dispute is absolutely not maintainable and has no basis in as much as substantial employees have not given their support for raising Industrial dispute and it has not been espoused properly. Petitioner is not a recognised Union and it is not recognised by the respondent. 1852 employees out of 6406 total employees in Tamil Nadu

only are members in the petitioner-union shows that substantial employees do not at all support the cause of the petitioner-union. Industrial dispute is not properly raised and espoused and as such it is not maintainable in law on facts. The reference made by the Government is not maintainable as no Industrial Dispute exists on the date of reference. The terms of policy was formulated by the respondent by issuing a circular dated 18-9-84. The respondent being a Nationalised bank functioning under control of the Central Government is bound to follow the policy directives of the Central Government. Under Section 8 of the Central Act 5 of 1970 the Central Govt. is empowered to issue directions on policy matters and Govt. of India vide their letter dt. 13-01-82 directed that staff should be rotated at periodical intervals, and the respondent bank is bound to follow the same. In some of the Nationalised banks this directive for periodical transfer are already implemented. When Govt. of India directed that the staff members should be rotated at periodical intervals so as to ensure that the staff members do not develop vested interest, the respondent bank has formulated a policy to rotate the staff members at periodical intervals. Banking industry being a very sensitive industry, the chance of staff members developing vested interest are possible. The banking industry is the one where the staff members have to handle the public money. Under such circumstances, the foremost requirement expected of a staff member is to sustain and maintain integrity and honesty. The business of the bank depends upon the trust and confidence reposed by the public in the bank. If on account, any staff developing vested interest, theft, fraudulent activity or embezzlement resulting the reputation of the bank being lost in the eyes of the public and the public would loose confidence in the bank. When number of frauds embezzlement, in the Public sector banks come to the notice, the Govt. of India, had directed that the staff members should be rotated at periodical intervals so as to prevent them from developing vested interest. Chapter 28 of Sastri Award deals with the policy regarding transfer of staff members. Under para 535 and 536 of the said Award, powers have been given to the respondent to transfer the staff. Bank's circular dated 18-9-84 which prescribes norms for periodical transfers. All the clerical staff members should be transferred within the language area from one place to another place once in 5 years and in the case of sub-staff, they should be transferred within the district from one place to another once in 5 years. Such transfers will be conducted in such a way that the employees will be put to the least inconvenience. Mid academic year transfers will be avoided. Whenever the award staff members drawing special allowance are transferred, the special allowance drawn by them will be protected by swap transfers. In-

terest of award staff who are likely to get special allowance on permanent basis within a period of one year will also be protected by swap transfers of staff similarly placed. All the employees who are awarded punishment for gross misconduct shall be transferred out of that branch irrespective of years of service. The respondent bank on the basis of this circular effected transfer from 1984 onward. The award staff are paid special allowance for doing certain additional duties enumerated in the Bipartite Settlements in addition to their normal duties. Payment of special allowance is a service condition and the mode and method of assignment of post carrying special allowance is not a subject matter of bank awards or of the Bipartite Settlements. At the time of implementation of the transfer policy that staff members receiving special allowances on branch seniority basis would be affected on their transfer and also the next juniors who would get such special allowance in future. Respondent by circular No. 98/86 dated 16-6-86 had decided to assign special allowance carrying posts on the basis of the Metropolitan City/district seniority and the senior most staff member within the metropolitan city/district will be assigned the special allowance carrying post that may arise within the metropolitan city/district as the case may be. This policy was brought into force w.e.f. 01-08-86. The seniority list of the staff members from the metropolitan city/district were drawn up. The circular protects the interest of the staff and will not in any way affect the other conditions of service, such as grant of pay, promotion and any other benefits. The transfer of staff from one branch to another will not affect their seniority for promotion in any manner as alleged in the reference. It is well settled that the power to transfer an employee is the prerogative of the employer. It is the function of the employer to decide whether the exigencies of service demand transfer of an employee from one branch to another branch or to the Head office. Such right would not be fettered in a manner likely to cause detriment to the question of the employer. The Management is earnest in removing the problems if any on account of transfers depending upon the need and exigency and whenever occasions warranted in the interest of the bank, transfers of award staff were and are effected in compliance with the terms of the Sastri Award. The allegation that the bank has formulated a policy to sustain the popular statement of the Ministry of State for Finance of the Govt. of India, is without any basis, besides being mischievous, malicious and motivated. Respondent bank being a nationalised bank, functioning under the control of the Central Government, is bound to follow the directions policy directives of the Central Govt. Under Sec. 8 of the Central Act 5 of 1970, the Central Govt. is empowered to issue directions on policy matters and the respondent bank is bound to follow the same. Therefore, when the Govt. of India

directed that the staff members should be rotated at periodical intervals so as to ensure that the staff members do not develop vested interest, the bank has to formulate a policy to rotate the staff members at periodical intervals. The allegation that the respondent never convened a meeting, the reasons were not convincing and it involves draining up all the public funds in a grand scale is baseless and is entirely misconceived. The allegation that the bank without reference to Sastry Award issued Circular No. 176/94 dated 18-9-94 stating that the transfer policy of the staff would be implemented is incorrect. The award staff are liable to be transferred within the same State or language area in which the employee is working as per para 535 of Sastry Award. When the staff members are transferred within the same district or language area in which the employee is working as per para 535 of Sastry Award. When the staff members are transferred within the State they would not stand to lose any allowance as these allowances are proposed to be given on city seniority basis and not on branch seniority. Special allowance like key holding allowance drawn by the accounts staff will be protected by assigning the special allowances based on branch seniority/city seniority is not a condition of service governed by the Bipartite Settlement, or the bank awards. It is not a change in the service condition and as such notice under Sec. 9-A of the I.D. Act, is not necessary. The transfer of staff will not affect the employee's chance to get special allowance. The allegation that the City/District Seniority will in now way help the present situation and it will create more anomalies, more heart burning and maintenance of cordial Industrial relations are absolutely baseless and without any specific policy. In other words, in giving effect to the Policy will cause hardships and huge expenses and will not serve any useful purpose is baseless and devoid of any merits.

4. The issue for decision is : "Whether the demand of Indian Bank Employees' Association, Madras in demanding for a policy for fixing the seniority of employees on their transfer from one branch/station to another, for the purpose of considering them for promotion, grant of special pay and other benefits, is justified? If so, what should be the guidelines in this respect?"

5. The Issue : The respondent-bank is a nationalised bank and is functioning under the control and directions of Ministry of Finance, Govt. of India. The Management of the respondent-bank entered into 4 settlements regarding the service conditions of the employees, policy of transfer, and the matter relating to promotion. W-1 is the 4th settlement entered into by the Management of the respondent-bank and the petitioner-union. The total number of employees in Tamil Nadu is 6406 out of which

1852 employees are the members of the petitioner-union. The petitioner-union is a minority union. The petitioner-union is not recognised. The Industrial dispute is not espoused by substantial number of employees. The Industrial dispute is not properly raised. The Industrial dispute is not supported by majority. No Industrial dispute exists on the date of reference. The reference is bad and as such it is not maintainable either on the facts or in law. Hence the reference is not legally maintainable.

6. The Govt. of India directed the transfer of staff members at periodical intervals to avoid the development of vested interest, of the employees and to ensure integrity and honesty of the employees, to maintain the reputation and image of the bank since it is a sensitive one, and its business depends upon the confidence and trust reposed by the Public in the bank and to avoid chances of fraud, misconduct and embezzlement of the funds of the bank and to maintain efficiency. Central Government directed the banks to rotate the staff from one place to another periodical intervals. The award staff are liable to be transferred within the district once in 5 years. The clerical staff are liable to be transferred within state or within the language area in which they serve. Transfer is the prerogative of the Central Government and officers of the respondent-bank are liable to be transferred once in 3 years. Para 536 of Sastry Award provides for transfer of the Clerical staff within the language area once in 5 years. Govt. of India give directions to the banks, to transfer the employees at periodical intervals without any hardships to employees and with least inconvenience. Midterm Academic year transfer is avoided. Request transfers are considered according to the availability of the vacancy. The Seniority and special allowance are protected by the transfers. If a staff is transferred, he will get swap benefits within a year and he is similarly placed and employee who is guilty of misconduct is transferable irrespective of the length of service. The respondent bank is duty bound to implement directions given by Govt. of India in the matter of transfer of employees. The respondent-bank effects transfers with reference to Sastry Award. The periodical transfers do not affect the Special Allowance received by the employees. Seniority is not affected by transfers. Metropolitan seniority and District seniority is created. Transfers do not affect the seniority and the Special allowance. Assigning of allowance to the employees is based on the seniority and nature of duties discharged by them. The Deputy General Manager issued a circular based on the Central Government directions, is evidenced by Ex. W-2. The other banks have implemented the transfer policy formulated by the Central Government. The transfer policy prepared by the

Central Govt. is bonafide and is in the interest of the bank. The transfer policy is not improper, illegal arbitrary and malafide. Sec. 8 of the Central Act 5 of 1970 empowers Central Govt. to issue directions on Policy matters. The Central Govt. by the letter dated 13-1-32 decided that staff should be rotated at periodical intervals.

7. The respondent-bank issued a circular dated 18-9-84 as per the directions of the Govt. of India. The respondent-bank must follow the directions of the Central Govt. and implement the transfer policy. The object of the transfer policy is to avoid theft, fraudulent acts, vested interest developed by some of the employees, embezzlement and to maintain the image and reputation of the bank, otherwise the public will loose confidence in the bank. Chapter 28 of the Sastry Award deals with transfer policy whereas paras 535 and 536 gives power to the respondent-bank to transfer the employees. The circular dated 18-9-84 issued by respondent bank prescribes to norms for periodical transfers. The Circular No 98/86 dated 16-6-86 is issued by the respondent-bank and it decided to assign special allowance according to Metropolitan seniority/District seniority. It is given effect to from 1-8-86. It protects the interest of the staff and does not affect the conditions of service. The respondent-bank has acted bonafied in issuing the circulars.

8. The Union filed Writ petition in the Hon'ble High Court of Madras and obtained interim stay. So, the respondent bank could not effect transfers in the interests of the bank and proper functioning of the respondent-bank is affected and jeopardised the administration. The transfer policy is intended for smooth functioning of the bank without affecting the interests of the employees. The formulation of transfer policy is not in pursuance of the statement of the Finance Minister to sustain his statement. The Sastry Award is followed by the respondent while effecting transfers of the employees at periodical intervals. The transfer depends upon the needs and exigency of the respondent-bank. The transfer of the employees involves drying up, funds of the bank is not a ground to refrain the bank from issuing circulars regarding transfer matters. No hardship is caused to the employees by the periodical transfers. The periodical transfer do not create anomalies. The transfer of employees cannot be considered as change of service condition. Even assuming the transfer is a change of service condition of the employee, it is done in the interest of the bank.

9. The Deputy General Manager (PL) issued the circular Ex. W-2. The petitioner-union issued the strike notice dated 23-3-85, from 6-4-85 at 3.00 p.m. The Assistant Commissioner of Labour (Central), Madras sent the letter Ex. W-3 to the General Mana-

ger of the respondent-bank. The copy of the said letter was marked to the General Secretary of the petitioner Union, to attend the conciliation proceedings in person or through duly authorised representative. The petitioner-union protested the periodical transfer policy. The management of the respondent-bank sent reply to the Assistant Labour Commission (Central), Madras that the transfer is to the minimum consistent with banking needs and exigency and the transfers will be effected, is evidenced by Ex. W-4. The petitioner-union sent reply to reply sent by the Management of the respondent-bank to the Assistant Commissioner of Labour (Central), Madras is borne out by Ex. W-5. The Conciliation became fruitless. So, the dispute was referred for arbitration is evidenced by Ex. W-6. The Management of the respondent-bank issued a circular dated 16-6-86 that assignment of Special Allowance for the post of permanent nature will be filled up on the basis of Metropolitan/District seniority, is established by Ex. W-7. The petitioner-union filed a Writ petition in the Hon'ble High Court of Madras and sought interim stay not to effect transfers. The interim stay was vacated. The Hon'ble High Court of Madras directed this Tribunal to decide the question, is evidenced by Ex. W-8. The duties of the employees of the respondent-bank are stated in Ex. W-9. Settlement was arrived at on 10-4-89, is borne out by Ex. W-10. Settlement was entered into by the Management and Union is established by Ex. W-12. The Management of the respondent-bank sought permission to effect transfer during summer vacation, is disclosed by Ex. W-11. Officers are transferred once in 3 years and the clerical staff are transferred once in 5 years, is revealed by Ex. M.1. The Management of the respondent-bank issued a circular dated 29-8-84 that vested interest was developed by some of the employees and that fraud and indiscipline are on increase, and transfer was not implemented, is supported by Ex. M.2. Clerical staff are transferred within the language area to serve for 5 years and the sub-staff are transferred within the district for a period of 5 years is established by Ex. M.3. The Management of the respondent-bank granted Key holding allowance, is proved by Ex. M. 4. The Management of the respondent-bank and the Union entered into a Settlement dated 21-5-83, is proved by Ex. M. 6. The Management and the Union entered into a Settlement dated 3-9-87 is supported by Ex. M.7. The Management of the respondent-bank issued a circular dated 19-6-90, is borne out by Ex. M.5. The Management of the respondent-bank paid special allowance to staff members working in cash department, is supported by Ex. M. 8. The petitioner-union issued the Strike notice that they will resort to strike from 8-4-85, is made out by Ex. M. 9. The Union protested the

circular dated 18-9-84 regarding the transfer policy enunciated by the Management of the respondent-bank and the Union demanded immediate withdrawal of the transfer policy since the Management released transfer orders for more than 100 employees dislocating their normal life, is evidenced by Ex. M. 10. Union resorted to 1 day strike on 8-4-85 and the transfers effected is nothing but victimisation of trade union activists is substantiated by Ex. M.11. The Union issued a strike notice dated 23-3-85, is established by Ex. M. 21. Subscription of Panceselvam was paid, is established by Ex. M.13. The All India Industrial Tribunal (Bank disputes, Bombay) passed an award is borne out by Ex. M. 14. The Management of the respondent-bank paid special allowance to staff members working in cash department and assigned allowance on turn basis is proved by Ex. M. 15.

10. Sastry Award was followed and considered in effecting transfers. Special allowance post is assigned to transferred award staff. The transferred staff do not stand to lose any allowance, since allowance is proposed to be given on the basis of City seniority and not on the basis of branch seniority. Special allowance is not lost when an employee is transferred from one branch to another branch. The assignments of posts carrying special allowance is not a change of service condition. Transfer is part and parcel of service conditions. Employees getting key holding allowance are benefitted by swap transfer.

11. Section 33 of the I.D. Act is not Violated. Transfers will not affect the morale of the employees and the cordial relationship between the employees and the Management. National Industrial Tribunal's Sastry Award deals with transfer of Nationalised Bank employees. Para 533 to 537 of Sastry Award deal with transfers. Huge funds are spent for the conveyance charges for the entire family and the luggage charges of the transferred employees, cannot be a ground not to effect the transfers periodically. The power of transfer is not misused to curb the Union activities and refrain Union activists. If difficulties, problems, and inconvenience are caused by transfers, steps are being taken by the Management of the respondent-bank to allay the difficulties. Central Govt. issued circulars to the banks to transfer employees once in 5 years. Transfer policy is not in proper, and not outside the path of Industrial relations. The Management of the respondent-bank issued circular dated 18-9-84 with reference to Sastry Award and Bi-partite Settlements. The Management of the respondent-bank merely implemented directives of the Central Govt. Transfers are not effected on routine basis and they are

effected due to administrative reasons, according to the needs of the bank and exigencies of services. The transfers are not made in a routine way or mechanical manner. The transfers protect those who are drawing special allowance. The transfer policy is based on sound principles. The Transfer policy is irrational. The transfers are not routine office matters. They do not affect seniority, and service conditions and drain the public funds for meeting the expenses involved. Transfers do not affect the healthy industrial relations. The Transfer policy does not violate the provisions of the Industrial Disputes Act, more specifically Sec. 33 of the Act. The transfer policy is not wholly improper, illegal and unsustainable in law. There is hierarchy to check the integrity, honesty of the employees and take disciplinary action and Prevention of Corruption Act, 1970 against erring employees is not a ground, not to make transfers. Transfer Policy is justified. It does not affect the branch seniority to get special allowance. The transfer policy does not result in heart-burning, and affect the cordial industrial relations between the workmen and the bank. The transfer policy is not an irrational policy.

12. The contention of the petitioner-union that no useful purpose will be served by effecting transfers, cannot be countenanced. The bank must follow the directions of the Central Government to implement the transfer policy, enunciated by the Govt. of India. The transfer policy is an essential requisite to maintain integrity, and honesty since the business of the bank depends upon the trust and confidence reposed by the public in the bank. Complaints of theft and fraudulent activities, development of vested interest, embezzlement affecting the image and reputation of the bank came to the notice of Government of India, which necessitated the Central Government to revolve transfer policy in the interest of the bank. Chapter 28 of Sastry Award deals with transfer policy. Paras 535 & 536 give power to the respondent to make transfer at periodical intervals. The circular dated 18-9-84 prescribes the norms for periodical transfers. The employee who is guilty of misconduct shall be transferred irrespective of the length of service. Special allowance is assigned on the basis of seniority. Circular No. 98/86 dt. 16-6-86 provides for assignment of Special Allowance according to Metropolitan seniority/District seniority and it is given effect from 1-8-86. It protects the interest of the staff and does not affect the conditions of service. The respondent has acted bonafidely in issuing the circular to safeguard the interests of the respondent-bank. Transfers are necessary for proper administration and needs

and exigencies of the bank. The contention of the petitioner that the bank has formulated transfer policy to sustain the popular statement of the Minister for Finance, Government of India, is without any substance or basis. The transfer to another branch will not loose the special allowance he received. The Management of the respondent bank has taken administrative policy decision to assign allowance to posts carrying special allowance on the basis of City/District Seniority. It is not a change in the service conditions and as such no notice under Sec. 9A of the Industrial Disputes Act is necessary. So, the Management of the respondent-bank issued the Circular No. 96/86 dated 16-6-86 and assignment of special allowance to posts on the basis of Metropolitan seniority. No prejudice is caused to the employees by transfer policy, evolved by the Government of India. The transferee takes branch seniority. Ex.M. 5 protects the Special allowance. Employees get benefit under Ex.M.15. The Learned counsel for the petitioner Union did not advance any arguments with regard to promotion policy. So, the question of promotion policy is not discussed in this Industrial Dispute. For the foregoing reasons, this Tribunal comes to the irresistible conclusion that the demand of the Indian Bank Employees' Association, Madras for a policy for fixing the seniority of employees on their transfer from one branch/station to another on the basis of branch seniority, for the purpose of considering them for promotion, grant of special pay and other benefits, is unjustified and as such the question of fixing guidelines in this aspect does not arise for consideration. The first part of the issue is found in the negative. The second part of the issue is found accordingly.

In the result, an award is passed rejecting the claims of the petitioner-union. No costs.

Dated, this the 2nd day of March, 1995.

INDUSTRIAL TRIBUNAL.

Thiru K. Ponnusamy.

WITNESSES EXAMINED

For Workmen:

W. W. I Thiru K. Krishnan.

For Management:

M. W. I :Thiru D. Gurumoorthy.

DOCUMENTS MARKED

For Workmen

Ex. W-1/17-9-84 Fourth Bipartite Settlement between Indian Banks' Association and All India Bank Employees, Association and other (sprinted book).

W-2/18-9-84	Circular issued by the Management -Bank regarding transfer of staff members at periodical intervals.
W-3/29-3-85	: Conciliation notice issued to the Assistant Labour Commissioner (Central), Madras.
W-4/3-4-85	: Reply by the Management Bank before the Assistant Labour Commissioner (Central), Madras.
W-5/15-4-85	Rejoinder by the Petitioner-Union before the Assistant Labour Commissioner (Central), Madras (copy)
W-6/31-5-85	: Conciliation Failure Report.
W-7/16-6-86	: Circularised by Management Bank regarding assignment of Special allowance.
W-8/13-7-87	: Certified copy of Interim order passed by the High Court, Madras in W.P. No. 6896/86 (Xerox copy).
W-9	Issues raised by the Bank Management in bipartite negotiations (Xerox copy).
W-10/10-4-89	: Memorandum of Settlement between the Workmen and bank management (Xerox copy).

For Management:

Ex.M.1/13.1-82: Circular D.O. No. 2-1-82-IR. Ministry of Finance, Department of Economic affairs, Govt. of India, issued to the Management Bank (Xerox copy).

M-2/29-8-84 Circular D.O. No 2/1/1/82-IR

M-3/18.9.84 Same as Ex. w-2.

M-4/16.6.86 Same as Ex. W-7

M-5/19.6.90 Circular issued to Management Bank (Xerox copy).

M-6/21.5.83 Memorandum of Settlement entered into between the Management of Indian Bank and the Federation of Indian Bank Employees' Union (Xerox copy).

M-7/3.9.87 -do-

M-8/6.5.92 Circular issued by Management-Bank (Xerox copy).

M-9/23.3.85 Strike notice in "Form Q" issued by the petitioner-union.

M-10/23.3.85 Statement of particulars of the issue under dispute from the Petitioner-Union.

- M-11/23.3.85 Resolution of Petitioner-Union.
- M-12/15.4.85 Letter from Petitioner-Association to the Assistant Labour Commissioner (Central), Madras-6 regarding Strike notice.
- M-13/22.1.93 Check slip of the Subscription paid by Association Member Thiru K. Panneerselvam.
- M-14/ Extract of Clause 530 to 537 of Award of the All India Industrial Tribunal (Bank Disputes), Bombay on the Industrial dispute between certain Banking Companies & their workmen (Xerox copy).
- M-15/31.1.91 Circular issued by Management-Bank. (Xerox Copy).

नई दिल्ली, 29 मई, 1995

का. आ. 1770.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-5-95 को प्राप्त हुआ था।

[संख्या एल-12012/163/89/डी II ए/आई.आर.बी.2]
बी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 29th May, 1995

S. O. 1770 : In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank Of Baroda and their workmen, which was received by the Central Government on 29-5-95.

[No. L-12012/163/89/DIIA/IR (B-II)]
V. K. SHARMA, Desk Officer

ANNEXURE

Before Sri B K Srivastava, Presiding Officer, Central Government Industrial Tribunal cum Labour Court, Pandu Nagar, Kanpur.
Industrial Dispute No 215 of 1989
In the matter of dispute between:—

Kishan Dutt Sharma, C/o V N Sekhari.
26/104, B'rhana Road, Kanpur.
And

Regional Manager,
Bank of Baroda,
Bareilly Region,
35-D. Anand House Marg,
P: Bag No. 38. Bareilly-243001

AWARD

1. Central Government, Ministry of Labour, vide Notification No. L-12012/163/89 D.2. (A) dated 1st September, 1989, has referred the following dispute for adjudication to this Tribunal:—

Whether the Regional Manager, Bank of Baroda Bareilly Region, was justified in terminating the services of Shri Kishan Dutt Sharma as subordinate staff at Mathura Main Branch wef 5-8-88. If not to what relief the workman was entitled?

2. In the instant case on 17-5-95, the authorised representative for the workman has moved an application to the effect that the bank has agreed to continue the employment of the concerned workman as peon and he is likely to be absorbed in regular service as a permanent peon and prayed that the dispute be answered in the above terms.

3. In view of above now there remains no dispute between the parties. As such reference is answered accordingly having become infructuous.

B. K. SRIVASTAVA, Presiding officer

नई दिल्ली, 31 मई, 1995

का.आ. 1771.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनारा बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निहित औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, 2 मई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-95 को प्राप्त हुआ था।

[संख्या एल-12012/543/88/डी II ए/आई.आर.बी.2]
बी. के. शर्मा, डेस्क अधिकारी

New Delhi, the 31st May, 1995

S.O. 1771.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal No. 2, Bombay as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Canara Bank and their workmen, which was received by the Central Government on 31-5-95.

[No. L-12012/543/88-D.IIA/IR(B-II)]
V. K. SHARMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT :

Shri S. B. PANSE, Presiding Officer

REFERENCE NO. CGIT-2/8 OF 1989

Employers in Relation to the Management of
Canara Bank

AND

Their workmen.

APPEARANCES :

For the Employers : Shri R. S. Pai, Advocate.

For the workmen : Shri P. C. Marpakwar,
Advocate.

Bombay, dated 28th April, 1995

AWARD PART-II

On 5-10-94 I delivered Award Part I. It has been delivered on the following facts. Shri Kishan Sonaji Jawahare was a Clerk in the Canara Bank. He was charge sheeted for committing major misconducts, mis-appropriation etc. When he was working as a Special Assistant at Nagpur Branch. A departmental enquiry was held against him. The Enquiry Officer found him guilty and suggested the punishment of dismissal from service.

2. As usual the workman raised an industrial dispute inter-alia claiming that the domestic enquiry was held against him was unjust and improper, the findings of the Enquiry Officer are perverse and that he may be reinstated with full back wages and continuity in service.

3. The management denied all the contentions of the workman and asserted that the domestic enquiry which was held against the workman was just and proper. The findings given by the Enquiry Officer was not perverse and the prayer of the workman is not tenable.

4. While delivering Part I Award I answered issue no. 1 in the negative. In the other words I came to the conclusion that the enquiry held against the workman was proper and that the rules of natural justice were followed and that he was given sufficient and proper opportunities to defend.

5. Now by this award I have to answer the remaining issues. The issues and my findings thereon are as follows :—

Issues	Findings
2. Whether the findings of the Enquiry Officer are perverse ?	No
3. Whether the action of the management of Canara Bank in dismissing from service	

Shri Kishan Sonaji Jawahare
is justified ?

Yes

4. If not, to what relief is the
workman entitled ? Does not
survive5. What Award ? As per
order below

REASONS

6. It is tried to argue on behalf of the workman that a charge sheet which was issued under Canara Bank Employees Regulations is illegal because it should have been issued under standing orders. Infact as I have come to the conclusion that the enquiry is just and proper the submissions which are made in the written arguments cannot be accepted at all. Such a type of contention is not taken in the statement of claim. But even if it is accepted that such submissions can be made, at this stage I am not inclined to accept the proposition which is made on behalf of the workman for the following reasons.

7. There are no findings to show that at a relevant time more than 50 employees were working at the Ramdas Peth Branch and as such the Bombay Shops & Establishments Act can be applicable in the result provisions of the Industrial Employment (Standing Order Act) and the Model Standing Order framed there under are not applicable. It is because of the amendment of section 38(B) of the Maharashtra Act of 1986. It is further submitted on behalf of the management that the procedure required to be followed under the Model Standing Orders and under the Shastri Award|Desai Award|Bipartite Settlement is no way different. Therefore by no stretch of imagination it can be stated that the workman is put to any loss. It is rightly submitted on behalf of the management that chapter 9 of the Canara Bank Service codes is a verbatim copy of the procedures relating to the Disciplinary Authority prescribed under the Shastri Awards or the Desai Awards and amended by subsequent Bipartite Settlements. That clearly goes to show that no injustice is caused to the workman while holding a domestic enquiry. What is to be seen is whether any prejudice is caused to the workman at the time of holding a domestic enquiry. There cannot be any difference between framing of the charge either under the Model Standing Order or under the awards, I therefore, reject the contention which is taken by the workman that as the charges were not framed under the Model Standing Order the enquiry is vitiated.

8. The Enquiry Officer looked into two charges which were levelled against the workman. They were major mis-conducts. To prove those charges the management examined Shri S. V. Tamne, the Senior Manager of Ramdas Peth Branch 2. Smt Usha Mohan and 3. Shri Shenoy, the Senior Manager. The Enquiry officer considered the complaint filed by the Account Holder Mrs. Mala Bhargava having the S.B. a/c no. 2421 dated 28-7-85 addressed to the Manager, Canara Bank, Ramdas Peth Branch, Nagpur (XMD-12).

9. The Enquiry Officer had given cogent reasons while assessing the findings of these three witnesses. The workman had not lead any evidence before me to show that the reasons given by the Enquiry Officer

are perverse. From the arguments which are advanced on behalf of the workman so far as discarding their evidence is also not sufficient. There is no reason why the testimony of all these witnesses are to be rejected which clearly goes to suggest that when the workman was working as a Special Assistant in that branch he made wrong entries in different accounts and used the amount for his own purpose. It can be further seen that the workman has also given a statement before the Investigating Officer whether he has accepted that he has prepared various entries in his own handwriting and he debited and credited the various accounts. He has admitted the irregularities and the unauthorised entries made in Mrs. D'Souza's account as well as in the other accounts. He subsequently admitted that he has made entries in the pass book of Usha Mohan showing two entries one of Rs. 2,875/- and the other of Rs. 500/- purporting to have deposited on 6-1-85 (Statement exh. MD-23).

10. There is nothing on the record to show that the statement which was made by the employee was not voluntary and he was forced to make the same. The documents on the record clearly go to show that the employee has unauthorisedly made entries debit and credit entries to suit his purpose. The action of the workman was clearly mis-appropriating of the funds of the Bank/customers. He tampered with the Bank's record illegally and unauthorisedly. He made entries with fraudulent and dishonest intention and committed acts prejudicial to the welfare of the Bank. The Enquiry Officer therefore came to the conclusion that the employee committed gross mis-conducts within the meaning of chapter 11 of the Regulation 3 (J & M). Thus the findings of the Enquiry Officer cannot be said to be perverse.

11. In Banaras Electric Light and Power Co. Ltd. v/s. The Labour Court (1972) II, L.J., 328 the Supreme Court has held that the findings of the Enquiry Officer is based on legal findings, such findings are not perverse. While coming to the conclusion that such a finding is not perverse it has to be shown that it is in support of all findings. Here in this case nothing is shown to me how on legal basis the findings of the Enquiry Officer can be said to be perverse.

12. It is tried to argue on behalf of the workman that Mrs. Mala Bhargava the Complainant is not examined in the matter but really speaking so far as her complaint is concerned it is not in dispute. That complaint is forfeited by the documents on the record. Under such circumstance it was not necessary to call her to lead evidence before the Enquiry Officer. In Jain J.D. v/s. the management of State Bank of India (1982) I, L.J., page 54 it is held by THEIR LORDSHIPS that in case of mis-conduct relating to Bank employees the complaint of the account holder of the Bank need not personally be examined during the enquiry. Even the statement recorded of such a Complainant-Account Holder held by any officer of the Bank is admissible and for the post of such findings if the findings of misconduct is given by the Enquiry Officer the same cannot be held to be perverse. The ratio is applicable to the present set of facts.

13. Here the employee is found guilty of the major mis-conduct. That relates to mis-appropriation, and

unauthorised change of the record and the punishment which is imposed on the employee for such major mis-conducts of dismissal is justified. For all these reasons, I record my findings on the issues accordingly and pass the following order :—

ORDER

1. The action of the management of Canara Bank in dismissing from Service Shri Kishan Sonali Jawahare is justified.
2. No order as to costs.

23-4-1995.

S. B. PANSE, President Officer

नई दिल्ली, 26 मई, 1995

का.प्र. 1772.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, इंडियन एयरलाइन्स के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, मद्रास के पंचवट को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-5-95 को प्राप्त हुआ था।

[संख्या-एल-11012/21/88-डी III (बी)/आईआर]
(कोल-I)

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 26th May, 1995

S.O. 1772.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Madras as shown in the Annexure in the industrial dispute between the employers in relation to the management of Indian Airlines and their workmen, which was received by the Central Government on 25-5-95.

[No. L-11012/21/88-D-III(8)]IR(Col-I)

BRAJ MOHAN, Desk Officer

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL,
TAMIL NADU, MADRAS

Tuesday, the 7th day of March, 1995

PRESENT :

Thiru K. Ponnusamy. M.A.B.L.,
Industrial Tribunal.
Industrial Dispute No. 21/1989

(In the matter of the dispute for adjudication u/s 10(1)(d) of the Industrial Disputes Act, 1947 between the workmen and the management of Indian Airline Madras-27).

BETWEEN :

1. Thiru K. Thomas (Deceased)
2. T. Hylicur Kurian
3. Cynny Kurien 1/23, M.K.N.Road,
Alanthur, Madras-600016.
4. Joseph Kurien
5. Cyric Kurien and
6. Alexix Kurien

(Legal heirs of the deceased workman Nos. 2 to 6 were impleaded as per order of this Tribunal in Miscellaneous Application No. 11/94 dated 17-2-1994).

AND

The Manager,
Personnel Services,
Indian Airlines, Airlines House,
Meenambakkam, Madras-600027.

REFERENCE :

Order No. L-11012/21/88-D.III(B), dated 22-2-1989, Ministry of Labour, Govt. of India, New Delhi.

This dispute coming on the day for final disposal in the presence of Tvl. N.G.R. Prasad and S. Vaidanathan, Advocates appearing for the Management, upon perusing the reference, claim and Counter Statements and other connected papers on record and the legal heirs of the deceased workman, Nos. 2 to 6 being absent, this Tribunal passed the following.

AWARD

This reference has been made for adjudication of the following issue :

"Whether the Management of Indian Airlines, Madras is justified in dismissing the services of Shri K. Thomas, Driver, w.e.f. 21-03-1986. If not, to what relief the workman is entitled?"

Representation for petitioners 2 to 6. Their counsel is absent. Petitioners 2 to 6 called. Hence this I.D. is dismissed for result. No costs.

Dated this the 7th day of March, 1995.

THIRU K. PONNUSAMY, Industrial Tribunal

नई दिल्ली, 2 जून, 1995

का.प्र. 1773—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में भारत कोकिंग कोल लि. की हुरीलादीह कोलियरी

के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में, केन्द्रीय सरकार औद्योगिक अधिकरण, (सं. 2) धनबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-5-95 को प्राप्त हुआ था।

[संख्या-एल-20012/133/90 आई आर. (कोल-I)]

ब्रज मोहन, डेस्क अधिकारी

New Delhi, the 2nd June, 1995

S.O. 1773.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Central Government Industrial Tribunal, (No. 2) Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Hurriladih Colliery of M/s. Bharat Coking Coal Ltd. and their workmen, which was received by the Central Government on the 31-5-1995.

[No. L-20012/133/90-IR(Coal-I)]

BRAJ MOHAN, Desk Officer
ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD
PRESENT :

Shri D. K. Nayak, Presiding Officer.
In the matter of an Industrial Dispute under Section

10(1)(d) of the I.D. Act, 1947
REFERENCE NO. 36 OF 1990

PARTIES .

Employers in relation to the management of M/s. B.C.L's Hurriladih Colliery and their workmen.

APPEARANCES :

On behalf of the workmen.—Shri S. P. Singh,
General Secretary, Khan Mazdoor Congress.

On behalf of the employers.—Shri B. Joshi,
Advocate.

STATE : Bihar.

INDUSTRY : Coal.

Dated, Dhanbad, the 22nd May, 1995.

AWARD

"The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/133/90-I.R. (Coal-I), dt. the 16th November, 1990.

SCHEDULE

"Whether the action of the management of Hurriladih Colliery under Bhalgora Area of M/s. BOCL in not regularising Shri Rajendra Prasad, Mason Mistry as Supervisor w.e.f. 14-1-1981 is justified? If not, to what relief the workman is entitled to and from what date and grade."

2. For the purpose of adjudication of the reference as mentioned above both the workman and the management were directed to submit their respective W.S. and rejoinder if any.

3. Accordingly the workman submitted his W.S. on 3-1-1991 with a copy to the other side stating inter alia that he was appointed as Mason Mistry on 30-12-1975 as against permanent vacancy and as a permanent staff in the BCCL after giving his post in Hurrulidih Colliery and thereafter considering his sincerely and integrity about his work and performance the local management being satisfied and convinced that he possesses the capacity to supervise the work of repairing, dusting, ventilation stopping etc. in the year 1981 he was authorised by the Agent to supervise the job of Mason Gang for the purpose of repairing of quarters and dusting and also to look after the job of General Mazdoor.

4. Since then he is working as Supervisor in the job of dusting, cleaning, stopping etc. underground to the satisfaction of the management. But unfortunately inspite of his best performance he was never considered for getting promotion being regularised in the post of Supervisor though it was recommended by the local management. Ultimately he raised the dispute through the union for his regularisation on the job of supervisor and grade accordingly. The matter was taken up by the ALC(C) but due to the adamant attitude of the management the attempt of conciliation failed and that arose the present reference. So now it is prayed that he should be regularised as a supervisor on and from 14-1-1990 i.e. the date from when he was authorised to supervise the work of the Mason Gang which he discharged satisfactorily to all concerned and also he has claimed to place him in Technical and Supervisory Grade-B of NCWA-IV with back wages and other reliefs after obtaining the order from this Tribunal.

5. In the W. S.-cum-rejoinder the employee have stated that it is a fact that he was engaged in the substantive post of Mistry for carrying Civil Construction work both on underground and on surface and he did it within his ambit having his more experience in comparison with others and accordingly as Gang leader he was authorised to supervise the work of others as well as to carry on the duties including himself. It is stated further that it is needless to say that while working as Mason by a group of Mason one must have to supervise the work who has more skill in the matter and he has also to supervise the mazdoor attached to it so that the work is done in perfect condition. It is further stated that supervisors under the law are to be guided by the provision of Coal Mines Regulation where there are specific qualifications and skills for considering him to be supervisor. Simply looking after work as head of the gang does not bring him in the post of the supervisor yet the skill of the supervisor or to become a member of the cadre of supervisor as claimed. The further case of the management is that there are many Civil Overseer and Foreman to supervise the job of the Mason Mistries and the Mazdoors attached to it both in surface and in underground and they have control over all of them and they are called to be Supervisors and not Head Mistry having to some ex-

tent greater skill than that of other Mistries as claimed by the workman. The further case of the management in their W.S. is that the concerned workman is in Cat. IV and he generally carries on work of Mason with the help of 2 mazdoors and sometimes in a big case he is to supervise as head of the gang and thereby he cannot claim to be a supervisor or he can be placed to be in the grade of Technical and Supervisor. It is stated further that neither he possesses any Diploma in Civil Engineering nor any certificate of Mining Engineering or satisfactory certificate which is required for appointment as Supervisor and he is not only Matriculate but also he does not possess such qualities about the quantum of mixture of materials etc. as and when it would be required. Only his performance is to supervise the work actually done under the supervisor and the persons having technical knowledge in the said case and thereby his claim to regularise as Supervisor with effect from 14-1-1981 or from any other date is baseless. In the rejoinder practically same things have been repeated stating further that he does not possess such skill to become supervisor nor in the post of Mason there is any post of Supervisor to substantiate his claim which is only available to the workers having technical knowledge.

6. In the rejoinder the workman has stated that he was deputed to supervise the work in writing on several occasions and thereby the W.S. filed by the management is far away from the actual state of affairs.

7. In order to support the respective cases the workman has been examined on oath and he has also proved certain documents which have been marked Ext. W-1 to W-3 where he was asked to supervise the job of Mason gang and where he was praised for his work.

8. In the evidence the concerned workman has stated that he was appointed as Mason on 30-12-75 and he was designated as Mason Mistry since the date of his appointment but he always worked as Supervisor and he never worked as Mason Mistry and he has proved Ext. W-1 which was granted by the management stating that he would supervise the work. According to him four Masons and 16 labours work under him and he told it to his lawyer. He also stated all the facts to the President of the Union before filling the W.S. and he possesses the academic qualification of Class VI and he knows only Hindi. It is also in his evidence that he does not possess any diploma certificate or the certificate of supervisorship and according to him also in the mines Mining Sirdars (Foreman) are the supervisors and for the surface work there are Civil Engineers, Surveyors, Overseers and they are designated to be the supervisors. In cross-examination he has admitted that in all the papers of the mine including Identity Card, Form B Register he was designated as Mason Mistry and he never was designated as Supervisor though he worked as such since the time of his appointment.

9. From the side of the management one Shri Rajewar Prasad has been examined as MW-1. According to him Overseers are the supervisors for supervising the work of Mason Mistries and the Mason

Mistries only perform the work with the assistance of other Masons and helpers and one person having more experience to look after the work as senior worker as gang leader though he actually also performs the work of Mason. The wagesheets have been proved by him marked Ext. M-1 and attendance register has been proved as Ext. M-3 and M-3|1 and M-3|2. According to him the concerned workman does not possess any diploma or any satisfactory certificate to become supervisor. In cross-examination he has stated that the main function of the Mason is to lay bricks and to prepare walls with the help of others both in the surface and in the underground. He was shown the authorisation slips dt. 14-1-81 authorising Rajendra Prasad, the concerned workman to look after the work of cleaning and dusting in the underground till further order. This was marked as Ext. W-1. According to him there are three masons in the colliery out of which one is the concerned workman and he has denied the concerned workman as Supervisor and he is not entitled to get the grade as claimed.

10. I have perused carefully the evidence and the documents exhibited in this case. No doubt Ext. W-1 and W-2 lead to show that the concerned workman was authorised to look after the work of dusting and repairing work in the underground as well as to supervise the job of the mason gang and general mazdoors.

11. Therefore, it is crystal clear that when admittedly he is a Mason in the colliery he was vested with some higher responsibilities besides the work of Mason only who belongs in Cat. IV as per Coal Wage Board Recommendation.

12. Now the moot question is whether the claim of the concerned workman that he should be placed in Technical and Supervisory Grade-B considering him to be the supervisor as per recommendation of the Coal Wage Board is justified.

13. In support of such claim on the date of hearing the pay scales of the Wage Board for the Supervisory and Misc. has been filed in which the concerned workman has claimed the scale of pay of Technical and Supervisor Grade-8.

14. I have gone through the relevant rules of NCWA-IV and in the said rules I do not find any grade to be Mason Supervisor or not I find any post as Supervisor who does not possess any technical qualification.

15. Admittedly, this concerned workman does not possess any technical qualification. I have also gone through the Coal Wage Board Recommendation Vol. I where in Appendix V the designation and job description have been given as it is given in other appendix. In the said Appendix V at Item No. 16 find mention of Mason and in the column of job description it is found that a workman employed in connection with job association with building work. The documents exhibited such as Form B Register etc. I find that everywhere this workman has been described as Mason and thereby in absence of any scope to become a supervisor in the designation of Mason simply for the reasons that he was authorised

to supervise the work of other person a new post can not be created by this Tribunal giving relief to the said workman by passing the present recommendation of the Coal Wage Board as well as NCWA-IV which govern rights and claims between the workman and the management specially when it is admitted and accepted by all concerned till now.

16. Therefore, considering the NCWA-IV and also the recommendation of the Coal Wage Board I am helpless to award relief to the concerned workman designating him to be the supervisor when there is not post of supervisor in the designation of Mason.

17. In that case I do not find any wrong on the part of the management not to regularise the concerned workman Shri Rajendra Prasad, Mason Mistry as Supervisor with effect from 14-1-1981. Be that as it may, this Tribunal cannot ignore that though he is designated as Mason he was given with higher responsibilities and when this reference has come to this Tribunal for the consideration of the point what relief is entitled to by the concerned workman in the context of the said reference.

18. I have already held that under the present facts and legal aspects and the agreement accepted by all the concerned are in existence then this Tribunal is reluctant to pass any Award asking the management to regularise the concerned workman as Supervisor from 14-1-1981 or at any point of time but this Tribunal has ample authority to recommend that the company management must consider the higher responsibilities in which the concerned workman has been placed for supervising the work amongst the Mason for his better skill obviously in that case it is recommended that he should be given the scale of pay of Cat. V though he is in Cat. IV as per Coal Wage Board Recommendation on and from 14-1-1981 for ends of natural justice and the difference of the wages and the benefits connected to it would be paid by passing necessary Award after considering the same within one month from the date of publication of the Award.

19. It may be mentioned in this premises that the learned Advocate Mr. Joshi appeared on behalf of the management also practically conceded to it.

20. Therefore, the reference is disposed off in the following manners.

"The action of the Management of Hurriladih under Bhalgora Area of M/s. B.C.C.L. in not regularising Shri Rajendra Prasad Mason Mistry as Supervisor with effect from 14-1-81 was justified. However, he should be given the pay scale of Cat. V in view of the discussion made above on and from 14-1-81 and to make payment of the difference of wages in between Cat. IV and V as ordered within one month from the date of the publication of the Award."

This is my Award.

D. K. NAYAK, Presiding Officer.

